

<i>SERFF Tracking Number:</i>	<i>FRTH-125742828</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Forethought Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39747</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L07I Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07I.121 Graded Premium - Single Life</i>
<i>Product Name:</i>	<i>FORELIFE 2 - WHOLE LIFE INSURANCE</i>		
<i>Project Name/Number:</i>	<i>FORELIFE 2/P08WL</i>		

Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: FORELIFE 2 - WHOLE LIFE INSURANCE SERFF Tr Num: FRTH-125742828 State: ArkansasLH

TOI: L07I Individual Life - Whole	SERFF Status: Closed	State Tr Num: 39747
Sub-TOI: L07I.121 Graded Premium - Single Life	Co Tr Num:	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Author: Kasey Poettker	Disposition Date: 08/08/2008
	Date Submitted: 07/25/2008	Disposition Status: Approved
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: FORELIFE 2	Status of Filing in Domicile: Pending
Project Number: P08WL	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments: Policies pending approval in domicile state.
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 08/08/2008	
State Status Changed: 08/08/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Attached for your review and approval are individual whole life insurance policies. These policy forms are intended to be marketed by fully licensed life insurance agents and are not intended to be used to fund prearranged funerals.

These policies are designed to be sold to persons who are purchased a whole life insurance policy in the amount of \$2,500 to \$50,000. The policies will be offered to persons between the ages of 0-85.

SERFF Tracking Number: FRTN-125742828 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 39747
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.121 Graded Premium - Single Life
Product Name: FORELIFE 2 - WHOLE LIFE INSURANCE
Project Name/Number: FORELIFE 2/P08WL

Company and Contact

Filing Contact Information

Kasey Poettker, Legal Assistant kasey_poettker@forethought.com
1 Forethought Center (812) 933-6748 [Phone]
Batesville, IN 47006 (812) 933-6348[FAX]

Filing Company Information

Forethought Life Insurance Company CoCode: 91642 State of Domicile: Indiana
1 Forethought Center Group Code: 1266 Company Type: Insurance
Batesville, IN 47006 Group Name: State ID Number:
(800) 648-0075 ext. [Phone] FEIN Number: 06-1016329

Filing Fees

Fee Required? Yes
Fee Amount: \$170.00
Retaliatory? No
Fee Explanation: \$50 per policy X 3
\$20 per application X 1
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Forethought Life Insurance Company	\$170.00	07/25/2008	21609270

SERFF Tracking Number:	FRTH-125742828	State:	Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	08/08/2008	08/08/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	08/05/2008	08/05/2008	Kasey Poettker	08/07/2008	08/07/2008
Industry Response						

<i>SERFF Tracking Number:</i>	<i>FRTH-125742828</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>FORELIFE 2/P08WL</i>		

Disposition

Disposition Date: 08/08/2008

Implementation Date:

Status: Approved

Comment: Company has withdrawn Policy P08WLBA-GEN01-01 from this submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: FRT-125742828 State: Arkansas

Filing Company: Forethought Life Insurance Company State Tracking Number: 39747

Company Tracking Number:

TOI: L071 Individual Life - Whole Sub-TOI: L071.121 Graded Premium - Single Life

Product Name: FORELIFE 2 - WHOLE LIFE INSURANCE

Project Name/Number: FORELIFE 2/P08WL

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	READABILITY CERTIFICATIONS		Yes
Supporting Document	FILING LETTER		Yes
Supporting Document	RESPONSE LETTER		Yes
Supporting Document	ACCELERATED BENEFIT		Yes
	DISCLOSURE A7069-01		
Form (revised)	LIFE INSURANCE POLICY	Withdrawn	Yes
Form	LIFE INSURANCE POLICY	Withdrawn	Yes
Form	LIFE INSURANCE POLICY		Yes
Form	LIFE INSURANCE POLICY		Yes
Form	APPLICATION FOR LIFE INSURANCE		Yes
Form	STATEMENT OF POLICY COST & BENEFIT INFORMATION		Yes
Form	STATEMENT OF POLICY COST & BENEFIT INFORMATION		Yes
Form	STATEMENT OF POLICY COST & BENEFIT INFORMATION		Yes

SERFF Tracking Number: FRTH-125742828 State: Arkansas
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Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.121 Graded Premium - Single Life
Product Name: FORELIFE 2 - WHOLE LIFE INSURANCE
Project Name/Number: FORELIFE 2/P08WL

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08/05/2008

Submitted Date 08/05/2008

Respond By Date

Dear Kasey Poettker,

This will acknowledge receipt of the captioned filing.

Objection 1

- LIFE INSURANCE POLICY (Form)
- LIFE INSURANCE POLICY (Form)
- LIFE INSURANCE POLICY (Form)
- STATEMENT OF POLICY COST & BENEFIT INFORMATION (Form)

Comment: Life Policies with reduced death benefits in early policy years are subject to Bulletin 8-85. Policy P08WLBA-GEN01-01 is in violation of Guideline One of this bulletin.

The Accelerated Benefit issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State

Response Letter Date 08/07/2008

Submitted Date 08/07/2008

Dear Linda Bird,

Comments:

Response 1

SERFF Tracking Number: FRT-125742828 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 39747
 Company Tracking Number:
 TOI: L071 Individual Life - Whole Sub-TOI: L071.121 Graded Premium - Single Life
 Product Name: FORELIFE 2 - WHOLE LIFE INSURANCE
 Project Name/Number: FORELIFE 2/P08WL

Comments: PER YOUR OBJECTION, PLEASE SEE THE ATTACHED DOCUMENTS. THANK YOU FOR YOUR ASSISTANCE.

Related Objection 1

Applies To:

- LIFE INSURANCE POLICY (Form)
- LIFE INSURANCE POLICY (Form)
- LIFE INSURANCE POLICY (Form)
- STATEMENT OF POLICY COST & BENEFIT INFORMATION (Form)

Comment:

Life Policies with reduced death benefits in early policy years are subject to Bulletin 8-85. Policy P08WLBA-GEN01-01 is in violation of Guideline One of this bulletin.

The Accelerated Benefit issued with life insurance policies require a disclosure statement as outlined in Rule and Regulation 60s8.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: RESPONSE LETTER

Comment:

Satisfied -Name: ACCELERATED BENEFIT DISCLOSURE A7069-01

Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
LIFE INSURANCE POLICY	P08WLBA-GEN01-01		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		55	
Previous Version							
LIFE INSURANCE POLICY	P08WLBA-GEN01-01		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement	Initial		55	P08WLBA-GEN01-01 AR

<i>SERFF Tracking Number:</i>	<i>FRTH-125742828</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>FORELIFE 2 - WHOLE LIFE INSURANCE</i>		
<i>Project Name/Number:</i>	<i>FORELIFE 2/P08WL</i>		
	<i>or Rider</i>		<i>Basic</i>
			<i>072308.pdf</i>

<i>SERFF Tracking Number:</i>	<i>FRTH-125742828</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.121 Graded Premium - Single Life</i>
<i>Product Name:</i>	<i>FORELIFE 2 - WHOLE LIFE INSURANCE</i>		
<i>Project Name/Number:</i>	<i>FORELIFE 2/P08WL</i>		

No Rate/Rule Schedule items changed.

Sincerely,
Kasey Poettker

SERFF Tracking Number: FRTN-125742828 State: Arkansas

Filing Company: Forethought Life Insurance Company State Tracking Number: 39747

Company Tracking Number:

TOI: L071 Individual Life - Whole Sub-TOI: L071.121 Graded Premium - Single Life

Product Name: FORELIFE 2 - WHOLE LIFE INSURANCE

Project Name/Number: FORELIFE 2/P08WL

Form Schedule

Lead Form Number: P08WL

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Withdrawn	P08WLBA-GEN01-01	Policy/Cont LIFE INSURANCE ract/Fratern POLICY al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55	
	P08WLST-GEN01-01	Policy/Cont LIFE INSURANCE ract/Fratern POLICY al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55	P08WLST-GEN01-01 AR Standard GENERIC 072108.pdf
	P08WLUP-GEN01-01	Policy/Cont LIFE INSURANCE ract/Fratern POLICY al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55	P08WLUP-GEN01-01 GENERIC AR Ultra and Preferred 072108.pdf
	A4144-01	Application/ APPLICATION FOR Enrollment LIFE INSURANCE Form	Initial		59	A4144-01 Application 0708.pdf
	A7068-01-WLBA	Policy/Cont STATEMENT OF ract/Fratern POLICY COST &	Initial		58	A7068-01- WLBA

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	al	BENEFIT			STATEMENT
	Certificate:	INFORMATION			OF POLICY
	Amendmen				COST AND
	t, Insert				BENEFIT
	Page,				INFORMATIO
	Endorseme				N - WLBA.pdf
	nt or Rider				

A7068-01-	Policy/Cont	STATEMENT OF	Initial	58	A7068-01-
WLST	ract/Fratern	POLICY COST &			WLST
	al	BENEFIT			STATEMENT
	Certificate:	INFORMATION			OF POLICY
	Amendmen				COST AND
	t, Insert				BENEFIT
	Page,				INFORMATIO
	Endorseme				N - WLST.pdf
	nt or Rider				

A7068-01-	Policy/Cont	STATEMENT OF	Initial	58	A7068-01-
WLUP	ract/Fratern	POLICY COST &			WLUP
	al	BENEFIT			STATEMENT
	Certificate:	INFORMATION			OF POLICY
	Amendmen				COST AND
	t, Insert				BENEFIT
	Page,				INFORMATIO
	Endorseme				N - WLUP.pdf
	nt or Rider				

FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
BATESVILLE, INDIANA 47006



A STOCK COMPANY

LIFE INSURANCE POLICY

OUR PROMISE

We promise to pay the proceeds represented by this policy to the Beneficiary when We receive proof of the Insured's death. We also promise to provide the other rights and benefits listed in this policy. We make these promises subject to all the provisions of this policy, including any assignment or designation of rights or benefits made by You.

PLEASE READ YOUR POLICY CAREFULLY. It is evidence of a legal contract. We issue it in consideration of the application and payment of the initial premium. A guide to the policy's contents is on page 2.

RIGHT TO EXAMINE THIS POLICY

If You are not satisfied with this policy, You may return it to Our Home Office or to the agent who sold it to You within 30 days after receiving it. We will then refund any premium paid. If returned, the policy will be considered void from the beginning.

Signed for Forethought Life Insurance Company on the Policy Date.

A handwritten signature in black ink, appearing to read "Arnold R. Miller".

Assistant Secretary

A handwritten signature in black ink, appearing to read "John F. Miller".

President

**Whole Life Insurance
Premiums Payable for Life
Graded Death Benefit
Nonparticipating**

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PERSONAL INFORMATION

Policy Number: [0123456789]	Policy Date: [November 30, 2008]
Insured: [John Doe]	Insured's Issue Age: [50]
Insured's Sex: [Male]	Risk Class: [Nonsmoker]
Face Amount: \$[20,000]	Owner and Beneficiary: As designated in the application or as later changed

SCHEDULE OF BENEFITS, PREMIUMS, AND FEES

Benefit Name	Benefit Amount	Annual Premium	Expiry Date
Graded Death Benefit Whole Life Insurance		\$[959.00]	None
Policy Year 1	\$[6,000]		
Policy Year 2	\$[14,000]		
Policy Years 3 and later	\$[20,000]		
Accidental Death Benefit	\$[20,000]	Included	[11/31/2033]
Accelerated Death Benefit	\$[20,000]	Included	None
Grandchildren's Benefit	\$[5,000]	Included	None

TOTAL INITIAL PREMIUMS BY FREQUENCY

Annual	Semiannual	Quarterly	Monthly EFT
\$[959.00]	\$[493.89]	\$[249.34]	\$[82.95]

Accelerated Death Benefit Administration Fee: \$[800.00]

TABLE OF VALUES

End of Policy Year	Cash Value	End of Policy Year	Cash Value
1	[0]	13	[4,259]
2	[87]	14	[4,679]
3	[424]	15	[5,103]
4	[771]	16	[5,532]
5	[1,125]	17	[5,966]
6	[1,487]	18	[6,408]
7	[1,857]	19	[6,856]
8	[2,236]	20	[7,312]
9	[2,625]		
10	[3,024]	[Age 65]	[5,103]
11	[3,431]		
12	[3,843]	Age 121	[20,000]

These values assume that the Benefit Amounts and Premiums paid are as shown above and that no loans or Accelerated Benefit Amounts have been taken.

Interest Rate for Cash Values: [5.00%] Interest Rate for Reserves: [4.00%]

DEFINITIONS

ACCELERATED DEATH BENEFIT AMOUNT

The maximum amount of Death Benefit We will advance to You when the Insured is diagnosed with a Terminal Condition. The Accelerated Death Benefit Amount is the benefit amount shown in the Schedule of Benefits, Premiums, and Fees on Page 3, less the Accelerated Death Benefit Administration Fee shown on Page 3, and less the Loan Balance.

ACCIDENTAL DEATH

Death that results directly from accidental bodily injury and independently of all other causes. Death must occur within 90 days from the date of injury and while this Policy is in force as other than paid-up insurance.

Death that results directly or indirectly from any of the following is not accidental:

1. Suicide, attempted suicide, or intentional self-injury, whether sane or insane;
2. Disease or infirmity of the mind or body;
3. Medical treatment, except when required as the result of an accident;
4. Taking part in any illegal occupation or activity;
5. Committing or attempting to commit an assault or felony;
6. Committing a misdemeanor, except in self-defense;
7. Any war or act of war, declared or not;
8. Air travel, except while riding as a fare-paying passenger on a regularly scheduled commercial airline;
9. Taking part in any sport for pay or profit; bungee jumping; rappelling or mountain climbing;
10. Taking part in a speed contest involving motor vehicles or boats; parachuting or hang gliding;
11. Any loss while legally intoxicated (as defined by the State in which this Policy is delivered); and
12. The taking of any drug unless prescribed by a Licensed Physician.

ADMINISTRATIVE OFFICE

The Company's Administrative Office is located at One Forethought Center, Batesville, Indiana 47006

ATTAINED AGE

Attained Age refers to the age of the Insured as of the later of the Policy Date or the last Policy Anniversary.

COMPANY

Company means Forethought Life Insurance Company.

DEFINITIONS cont'd

ELIGIBLE GRANDCHILDREN

Each of Your grandchildren are eligible for the Grandchildren's Death Benefit while they are at least six (6) months old and they continue to meet the following conditions:

1. At policy issue the grandchild has not yet attained 18 years of age;
2. When the policy is issued or the grandchild is added to this coverage after the policy is issued, the grandchild has not previously been treated for or told by a Licensed Physician that (s)he has or had any of the following medical conditions: hypertension; heart or circulatory disorder; malignancy in any form; diabetes; sickle cell anemia; seizures; Down's Syndrome; cystic fibrosis; cerebral palsy; hydrocephalus; paralysis, or hospitalized for asthma or any respiratory disorder in the past 12 months; and
3. While the policy is in force the grandchild:
 - a. has not yet attained 22 years of age;
 - b. is Your natural or legally adopted grandchild;
 - c. has never been married;
 - d. does not consume alcohol or take controlled drugs that are not prescribed by a Licensed Physician; and
 - e. does not participate in any illegal activity.

Grandchildren meeting the above eligibility criteria may be added after the policy is issued by notifying Us in writing.

INSURED

The Insured is the individual named as the Insured in this policy. The Insured may or may not be the Owner.

LICENSED PHYSICIAN

A trained physician who is licensed to practice medicine in the United States and is not the Insured, the Owner, or a member of any of their immediate families by blood or marriage.

OWNER

The Owner of this Policy is the person or party designated to exercise the rights and receive the benefits of ownership. The Insured is the Owner unless otherwise stated in the application or later changed.

POLICY ANNIVERSARY

Policy Anniversary refers to the same date in each succeeding year as the Policy Date.

TERMINAL CONDITION

A non-correctable medical condition that results in the Insured having a life expectancy of six (6) months or less, as determined by a Licensed Physician.

DEFINITIONS cont'd

WE, OUR, US

We, Our and Us mean Forethought Life Insurance Company.

WRITTEN NOTICE

Written Notice means a notification or request received from the owner in a form satisfactory to Us. Written Notices are recorded at the Administrative Office. We will not be responsible for the validity of any Written Notice.

YOU and YOUR

You and Your mean the Owner of this policy.

DEATH BENEFITS

BASIC DEATH BENEFIT

When an Accidental Death occurs, the Basic Death Benefit is the Face Amount shown on Page 3 less any Accelerated Death Benefit amounts paid and less the Loan Balance.

Otherwise, the Basic Death Benefit is the Graded Death Benefit Amount shown in the Schedule of Benefits, Premiums, and Fees on Page 3 less any Accelerated Death Benefit amounts paid and less the Loan Balance.

ACCELERATED DEATH BENEFIT

After this policy has been in force for 24 months, You may elect to receive the Accelerated Death Benefit Amount.

Payment of the Accelerated Death Benefit is subject to the following conditions:

1. You claim this benefit by Written Notice to us, including a statement from a Licensed Physician that the Insured has been diagnosed with a Terminal Condition;
2. The Terminal Condition is not the result of intentionally self inflicted injuries or attempted suicide, whether sane or insane;
3. If the Policy is subject to an irrevocable Beneficiary designation or an assignment, except to Us as security for a policy loan, You must provide Us with written consent by any such Beneficiary or assignee to any payments under this benefit;
4. In order to prevent involuntary advance of proceeds, the Accelerated Death Benefit is not available if You or the Insured:
 - a. Is required by law to elect an Accelerated Death Benefit in order to meet the claims of creditors, whether in bankruptcy or not; or
 - b. Is required by a government agency to elect an Accelerated Death Benefit in order to apply for, obtain, or keep a government benefit or entitlement.

At Our option and cost, We may get a second Licensed Physician's opinion regarding the Insured's Terminal Condition. In our sole discretion, We will decide whether the Insured has a Terminal Condition.

We will pay no other benefits under this policy or any attached rider after We pay the Accelerated Death Benefit. The policy will be terminated and may not be reinstated.

You should consult a personal tax advisor if You are considering electing an Accelerated Death Benefit payment. Benefits will be reduced as described above upon receipt of an Accelerated Death Benefit payment. Receipt of Accelerated Death Benefit payments may be taxable or may affect your eligibility for benefits under state or federal laws.

This benefit is not intended to provide coverage primarily for long term care benefits or for confinement in a nursing home.

ACCIDENTAL DEATH BENEFIT

This benefit is included only when the Insured's Issue Age is 70 or younger. When it is included, We will pay the Beneficiary an amount equal to the Face Amount, in addition to the Basic Death Benefit, when We receive due proof that the Insured died prior to the Policy Anniversary following the Insured's 75th birthday and as a result of an Accidental Death.

DEATH BENEFITS cont'd

GRANDCHILDREN'S DEATH BENEFIT

The Grandchildren's Death Benefit is automatically included in this policy and is the smaller of the Face Amount or \$5,000. We will pay You this benefit once, when We receive due proof of the death of one of your Eligible Grandchildren.

SUICIDE

If the Insured dies by suicide, while sane or insane, within two years (unless a shorter period is required by law) of the Policy Date, the Death Benefit will be limited to the premiums paid less any Loan Balance.

CLAIM FOR DEATH BENEFITS

Claim to the Death Benefits is made by filing a claim form with Us and giving Us satisfactory proof of death. The Death Benefits will be paid in one lump sum. Interest will be paid if payment is not made within thirty (30) days of receipt of due proof of death of the Insured. The Death Benefit will include premiums paid for any period beyond the end of the policy month in which the death of the insured occurred.

BENEFICIARY

BENEFICIARY DEFINED

The Beneficiary is designated on the application form (see attached copy). The Beneficiary will receive the Basic and Accidental Death Benefit, subject to any assignment made by You. You may change the Beneficiary at any time provided certain rules are followed.

If the Beneficiary under this policy does not make claim within 60 days after the death of the Insured, or if the Beneficiary is the estate of the Insured, or is a minor, or dies before the Insured, or is not legally competent to give a valid release, We may, in good faith, make payment to any of the Insured's relatives by blood or marriage appearing to Us to be entitled thereto.

CHANGE OF BENEFICIARY

During the Insured's lifetime, You may change the Beneficiary of this policy. No change may be made unless:

- You request the change in writing; and
- We acknowledge the change.

Once the request is acknowledged, the change will be effective on the date You signed the notice. The change will be subject to any payment or action made by the Company before the beneficiary change is recorded at the Administrative Office.

INCONTESTABILITY

INCONTESTABILITY

This policy will not be contested after it has been in force during the Insured's lifetime for two years from the Policy Date. During the contestable period, We have the right to rescind any policy issued upon statements or answers in the attached application that are not correct.

PREMIUMS

This policy shall not take effect, unless the initial premium has been received at Our Administrative Office during the lifetime of the Insured.

AMOUNT AND FREQUENCY

Timely payment of premiums is required to keep the policy in force. The premium amount and payment frequency are shown on page 3. Payment is due in advance, on the first day of each payment period, starting on the Policy Date. A receipt will be provided upon request.

GRACE PERIOD

We allow a grace period for paying each premium, except for the first. If a premium has not been paid by its due date the policy will stay in force for 31 days. If death occurs during the grace period, the premium due and unpaid will be deducted from the Death Benefit.

If a premium has not been paid by the end of the grace period, the coverage will lapse, and all insurance will end, unless there is a surrender value. If there is a surrender value, You may choose one of the surrender options described in the Surrender section. You must choose an option within 60 days after the premium due date (29 days after the end of the grace period). If no option is elected, We will continue coverage under the Automatic Premium Loan Provision.

AUTOMATIC PREMIUM LOAN

If you fail to pay a premium by the end of the grace period, We will automatically pay the premium by making a loan. Any such loans will be made subject to the Loan Provision on Page 12 of this policy.

SURRENDER

You may surrender this policy for cash at any time. This is done by giving Us written notice and returning this policy to Us. If You do so, a surrender value is determined. When premiums have been paid for part of the policy year, We adjust the cash value to reflect the amount paid. We have the right to delay a cash surrender payment for up to six months.

SURRENDER VALUE

The surrender value of this policy is:

- The cash value of this policy, adjusted to the surrender date; less
- Any loan and loan interest; and
- There are no cash values associated with the Accidental Death Benefit, the Accelerated Death Benefit or the Grandchildren's Benefit.

SURRENDER OPTIONS

You may choose a surrender option within 60 days after the premium was due, provided the Insured is still living. The options are:

- Cash – You can take the surrender value in cash. We have the right to delay a cash surrender payment for up to six months.
- Automatic Premium Loan – The cash value of this policy will be used to pay premium by making a loan. See the Loan Provision on Page 12.

LOANS

You may obtain a loan from Us on the sole security of the policy, and subject to the conditions which follow:

- You assign a portion of the death proceeds equal to the Loan Balance to Us.
- We may wait six (6) months before making the loan, unless the purpose of the loan is to pay premium on this policy.

LOAN VALUE

The most We can loan is:

- The cash value on the loan date; less
- The Loan Balance; less
- Loan Interest from the date of the loan to the next Policy Anniversary.

LOAN INTEREST

Interest on the Loan Balance is charged in arrears, at an effective annual rate of 8%. It is payable on each Policy Anniversary and on the date the loan is paid in full. Any interest not paid when due will be added to the loan and bear interest at the same rate.

LOAN REPAYMENT

You may repay all or part (minimum payment \$10) of a loan, at any time the policy is in force. Any loan or loan interest not repaid will be deducted from the proceeds payable on death, maturity, or surrender.

LOAN BALANCE

The Loan Balance is the sum of all amounts loaned to You, plus interest charged on those amounts, less any loan and interest amounts repaid by You.

TERMINATION

Whenever the Loan Balance, with interest, is more than the policy's cash value, the policy will be terminated. We will give You 30 days notice, at the last known address, before terminating this policy. We will also notify any assignee of record.

VALUES

BASIS OF VALUES

A description of the method used to compute values and reserves has been filed with the State Insurance Department where the policy is delivered. Values are based on the Commissioners 2001 Standard Ordinary Ultimate Mortality Table, Male/Female, Smoker/Nonsmoker and will meet or exceed the minimum values required by the state.

The cash values for this policy are shown in the Table of Values on Page 3. The values shown are for the Policy Anniversary at the end of the Policy Year shown. The values assume no loans exist. We will furnish values not shown in the table upon request.

Our computations assume:

- The age of the Insured at last birthday;
- The interest rates shown on Page 3;
- The Death Benefit payable immediately on death of the Insured; and
- Premium payable throughout the policy year.

GENERAL PROVISIONS

THE CONTRACT

This policy is a legal contract. The whole contract consists of this policy, any attached endorsements, and the attached application.

We assume that any statements made in the application are representations and not warranties. No statement will be used to defend against a claim, unless it is contained in the application, and a copy has been provided to the Policy Owner, Beneficiary or the Insured's legal representative.

Any change in the policy is between You and Us.

RIGHTS OF POLICY OWNER

The Policy Owner may change the Owner of this policy, or name a new Policy Holder provided:

- You request the change in writing; and
- We acknowledge the change.

Once the request is acknowledged, the change is effective on the date You signed the request. We may require that the policy be sent to Us, so We can record the change.

ASSIGNMENT

You may assign the proceeds of this policy. The rights of the Beneficiary become subject to that assignment. We are not bound by any assignment, unless it is received in written form at Our Home Office. If there is already an assignment on record, We will require You to confirm the change in assignment. We assume no responsibility for the validity of any assignment.

MISSTATEMENT OF AGE OR SEX

If the Insured's age or sex has not been correctly stated, We will adjust the benefit amounts and cash values. These adjustments will be based on the amount that the premiums would have purchased at the correct age and sex.

CONFORMITY WITH LAWS

This policy is subject to the laws of the state where the application for the policy was signed. If part of it does not follow the law, it will be treated as if it did.

INADVERTENT ERROR

Your coverage will not be prejudiced by any failures of the Policy Owner, if such failure is due to inadvertent error, and which is later corrected.

**Whole Life Insurance
Premiums Payable for Life
Graded Death Benefit
Nonparticipating**

FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
BATESVILLE, INDIANA 47006



A STOCK COMPANY

LIFE INSURANCE POLICY

OUR PROMISE

We promise to pay the proceeds represented by this policy to the Beneficiary when We receive proof of the Insured's death. We also promise to provide the other rights and benefits listed in this policy. We make these promises subject to all the provisions of this policy, including any assignment or designation of rights or benefits made by You.

PLEASE READ YOUR POLICY CAREFULLY. It is evidence of a legal contract. We issue it in consideration of the application and payment of the initial premium. A guide to the policy's contents is on page 2.

RIGHT TO EXAMINE THIS POLICY

If You are not satisfied with this policy, You may return it to Our Home Office or to the agent who sold it to You within 30 days after receiving it. We will then refund any premium paid. If returned, the policy will be considered void from the beginning.

Signed for Forethought Life Insurance Company on the Policy Date.

A handwritten signature in black ink, appearing to read "Arnold R. Miller".

Assistant Secretary

A handwritten signature in black ink, appearing to read "John F. Miller".

President

**Whole Life Insurance
Premiums Payable for Life
Level Death Benefit
Nonparticipating**

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PERSONAL INFORMATION

Policy Number: [0123456789]	Policy Date: [November 30, 2008]
Insured: [John Doe]	Insured's Issue Age: [50]
Insured's Sex: [Male]	Risk Class: [Preferred - Nonsmoker]
Face Amount: \$[20,000]	Owner and Beneficiary: As designated in the application or as later changed

SCHEDULE OF BENEFITS, PREMIUMS, AND FEES

Benefit Name	Benefit Amount	Annual Premium	Expiry Date
Whole Life Insurance	\$[20,000]	\$[719.00]	None
Accidental Death Benefit	\$[20,000]	Included	[11/31/2033]
Accelerated Death Benefit	\$[20,000]	Included	None
Grandchildren's Benefit	\$[5,000]	Included	None

TOTAL INITIAL PREMIUMS BY FREQUENCY

Annual	Semiannual	Quarterly	Monthly EFT
\$[719.00]	\$[370.29]	\$[186.94]	\$[62.19]

Accelerated Death Benefit Administration Fee: \$[800.00]

TABLE OF VALUES

End of Policy Year	Cash Value	End of Policy Year	Cash Value
1	[0]	13	[4,187]
2	[0]	14	[4,609]
3	[335]	15	[5,035]
4	[683]	16	[5,465]
5	[1,039]	17	[5,902]
6	[1,402]	18	[6,345]
7	[1,774]	19	[6,796]
8	[2,155]	20	[7,253]
9	[2,546]		
10	[2,946]	[Age 65]	[5,035]
11	[3,355]		
12	[3,769]	Age 121	[20,000]

These values assume that the Benefit Amounts and Premiums paid are as shown above and that no loans or Accelerated Benefit Amounts have been taken.

Interest Rate for Cash Values: [5.00%] Interest Rate for Reserves: [4.00%]

DEFINITIONS

ACCELERATED DEATH BENEFIT AMOUNT

The maximum amount of Death Benefit We will advance to You when the Insured is diagnosed with a Terminal Condition. The Accelerated Death Benefit Amount is the benefit amount shown in the Schedule of Benefits, Premiums, and Fees on Page 3, less the Accelerated Death Benefit Administration Fee shown on Page 3, and less the Loan Balance.

ACCIDENTAL DEATH

Death that results directly from accidental bodily injury and independently of all other causes. Death must occur within 90 days from the date of injury and while this Policy is in force as other than paid-up insurance.

Death that results directly or indirectly from any of the following is not accidental:

1. Suicide, attempted suicide, or intentional self-injury, whether sane or insane;
2. Disease or infirmity of the mind or body;
3. Medical treatment, except when required as the result of an accident;
4. Taking part in any illegal occupation or activity;
5. Committing or attempting to commit an assault or felony;
6. Committing a misdemeanor, except in self-defense;
7. Any war or act of war, declared or not;
8. Air travel, except while riding as a fare-paying passenger on a regularly scheduled commercial airline;
9. Taking part in any sport for pay or profit; bungee jumping; rappelling or mountain climbing;
10. Taking part in a speed contest involving motor vehicles or boats; parachuting or hang gliding;
11. Any loss while legally intoxicated (as defined by the State in which this Policy is delivered); and
12. The taking of any drug unless prescribed by a Licensed Physician.

ADMINISTRATIVE OFFICE

The Company's Administrative Office is located at One Forethought Center, Batesville, Indiana 47006

ATTAINED AGE

Attained Age refers to the age of the Insured as of the later of the Policy Date or the last Policy Anniversary.

COMPANY

Company means Forethought Life Insurance Company.

DEFINITIONS cont'd

ELIGIBLE GRANDCHILDREN

Each of Your grandchildren are eligible for the Grandchildren's Death Benefit while they are at least six (6) months old and they continue to meet the following conditions:

1. At policy issue the grandchild has not yet attained 18 years of age;
2. When the policy is issued or the grandchild is added to this coverage after the policy is issued, the grandchild has not previously been treated for or told by a Licensed Physician that (s)he has or had any of the following medical conditions: hypertension; heart or circulatory disorder; malignancy in any form; diabetes; sickle cell anemia; seizures; Down's Syndrome; cystic fibrosis; cerebral palsy; hydrocephalus; paralysis, or hospitalized for asthma or any respiratory disorder in the past 12 months; and
3. While the policy is in force the grandchild:
 - a. has not yet attained 22 years of age;
 - b. is Your natural or legally adopted grandchild;
 - c. has never been married;
 - d. does not consume alcohol or take controlled drugs that are not prescribed by a Licensed Physician; and
 - e. does not participate in any illegal activity.

Grandchildren meeting the above eligibility criteria may be added after the policy is issued by notifying Us in writing.

INSURED

The Insured is the individual named as the Insured in this policy. The Insured may or may not be the Owner.

LICENSED PHYSICIAN

A trained physician who is licensed to practice medicine in the United States and is not the Insured, the Owner, or a member of any of their immediate families by blood or marriage.

OWNER

The Owner of this Policy is the person or party designated to exercise the rights and receive the benefits of ownership. The Insured is the Owner unless otherwise stated in the application or later changed.

POLICY ANNIVERSARY

Policy Anniversary refers to the same date in each succeeding year as the Policy Date.

TERMINAL CONDITION

A non-correctable medical condition that results in the Insured having a life expectancy of six (6) months or less, as determined by a Licensed Physician.

DEFINITIONS cont'd

WE, OUR, US

We, Our and Us mean Forethought Life Insurance Company.

WRITTEN NOTICE

Written Notice means a notification or request received from the owner in a form satisfactory to Us. Written Notices are recorded at the Administrative Office. We will not be responsible for the validity of any Written Notice.

YOU and YOUR

You and Your mean the Owner of this policy.

DEATH BENEFITS

BASIC DEATH BENEFIT

The Basic Death Benefit is the Face Amount shown on Page 3 less any Accelerated Death Benefit amounts paid and less the Loan Balance.

ACCELERATED DEATH BENEFIT

After this policy has been in force for 12 months, You may elect to receive the Accelerated Death Benefit Amount.

Payment of the Accelerated Death Benefit is subject to the following conditions:

1. You claim this benefit by Written Notice to us, including a statement from a Licensed Physician that the Insured has been diagnosed with a Terminal Condition;
2. The Terminal Condition is not the result of intentionally self inflicted injuries or attempted suicide, whether sane or insane;
3. If the Policy is subject to an irrevocable Beneficiary designation or an assignment, except to Us as security for a policy loan, You must provide Us with written consent by any such Beneficiary or assignee to any payments under this benefit;
4. In order to prevent involuntary advance of proceeds, the Accelerated Death Benefit is not available if You or the Insured:
 - a. Is required by law to elect an Accelerated Death Benefit in order to meet the claims of creditors, whether in bankruptcy or not; or
 - b. Is required by a government agency to elect an Accelerated Death Benefit in order to apply for, obtain, or keep a government benefit or entitlement.

At Our option and cost, We may get a second Licensed Physician's opinion regarding the Insured's Terminal Condition. In our sole discretion, We will decide whether the Insured has a Terminal Condition.

We will pay no other benefits under this policy or any attached rider after We pay the Accelerated Death Benefit. The policy will be terminated and may not be reinstated.

You should consult a personal tax advisor if You are considering electing an Accelerated Death Benefit payment. Benefits will be reduced as described above upon receipt of an Accelerated Death Benefit payment. Receipt of Accelerated Death Benefit payments may be taxable or may affect your eligibility for benefits under state or federal laws.

This benefit is not intended to provide coverage primarily for long term care benefits or for confinement in a nursing home.

ACCIDENTAL DEATH BENEFIT

This benefit is included only when the Insured's Issue Age is 70 or younger. When it is included, We will pay the Beneficiary an amount equal to the Face Amount, in addition to the Basic Death Benefit, when We receive due proof that the Insured died prior to the Policy Anniversary following the Insured's 75th birthday and as a result of an Accidental Death.

DEATH BENEFITS cont'd

GRANDCHILDREN'S DEATH BENEFIT

The Grandchildren's Death Benefit is automatically included in this policy and is the smaller of the Face Amount or \$5,000. We will pay You this benefit once, when We receive due proof of the death of one of your Eligible Grandchildren.

SUICIDE

If the Insured dies by suicide, while sane or insane, within two years (unless a shorter period is required by law) of the Policy Date, the Death Benefit will be limited to the premiums paid less any Loan Balance.

CLAIM FOR DEATH BENEFITS

Claim to the Death Benefits is made by filing a claim form with Us and giving Us satisfactory proof of death. The Death Benefits will be paid in one lump sum. Interest will be paid if payment is not made within thirty (30) days of receipt of due proof of death of the Insured. The Death Benefit will include premiums paid for any period beyond the end of the policy month in which the death of the insured occurred.

BENEFICIARY

BENEFICIARY DEFINED

The Beneficiary is designated on the application form (see attached copy). The Beneficiary will receive the Basic and Accidental Death Benefit, subject to any assignment made by You. You may change the Beneficiary at any time provided certain rules are followed.

If the Beneficiary under this policy does not make claim within 60 days after the death of the Insured, or if the Beneficiary is the estate of the Insured, or is a minor, or dies before the Insured, or is not legally competent to give a valid release, We may, in good faith, make payment to any of the Insured's relatives by blood or marriage appearing to Us to be entitled thereto.

CHANGE OF BENEFICIARY

During the Insured's lifetime, You may change the Beneficiary of this policy. No change may be made unless:

- You request the change in writing; and
- We acknowledge the change.

Once the request is acknowledged, the change will be effective on the date You signed the notice. The change will be subject to any payment or action made by the Company before the beneficiary change is recorded at the Administrative Office.

INCONTESTABILITY

INCONTESTABILITY

This policy will not be contested after it has been in force during the Insured's lifetime for two years from the Policy Date. During the contestable period, We have the right to rescind any policy issued upon statements or answers in the attached application that are not correct.

PREMIUMS

This policy shall not take effect, unless the initial premium has been received at Our Administrative Office during the lifetime of the Insured.

AMOUNT AND FREQUENCY

Timely payment of premiums is required to keep the policy in force. The premium amount and payment frequency are shown on page 3. Payment is due in advance, on the first day of each payment period, starting on the Policy Date. A receipt will be provided upon request.

GRACE PERIOD

We allow a grace period for paying each premium, except for the first. If a premium has not been paid by its due date the policy will stay in force for 31 days. If death occurs during the grace period, the premium due and unpaid will be deducted from the Death Benefit.

If a premium has not been paid by the end of the grace period, the coverage will lapse, and all insurance will end, unless there is a surrender value. If there is a surrender value, You may choose one of the surrender options described in the Surrender section. You must choose an option within 60 days after the premium due date (29 days after the end of the grace period). If no option is elected, We will continue coverage under the Automatic Premium Loan Provision.

AUTOMATIC PREMIUM LOAN

If you fail to pay a premium by the end of the grace period, We will automatically pay the premium by making a loan. Any such loans will be made subject to the Loan Provision on Page 12 of this policy.

SURRENDER

You may surrender this policy for cash at any time. This is done by giving Us written notice and returning this policy to Us. If You do so, a surrender value is determined. When premiums have been paid for part of the policy year, We adjust the cash value to reflect the amount paid. We have the right to delay a cash surrender payment for up to six months.

SURRENDER VALUE

The surrender value of this policy is:

- The cash value of this policy, adjusted to the surrender date; less
- Any loan and loan interest; and
- There are no cash values associated with the Accidental Death Benefit, the Accelerated Death Benefit or the Grandchildren's Benefit.

SURRENDER OPTIONS

You may choose a surrender option within 60 days after the premium was due, provided the Insured is still living. The options are:

- Cash – You can take the surrender value in cash. We have the right to delay a cash surrender payment for up to six months.
- Automatic Premium Loan – The cash value of this policy will be used to pay premium by making a loan. See the Loan Provision on Page 12.

LOANS

You may obtain a loan from Us on the sole security of the policy, and subject to the conditions which follow:

- You assign a portion of the death proceeds equal to the Loan Balance to Us.
- We may wait six (6) months before making the loan, unless the purpose of the loan is to pay premium on this policy.

LOAN VALUE

The most We can loan is:

- The cash value on the loan date; less
- The Loan Balance; less
- Loan Interest from the date of the loan to the next Policy Anniversary.

LOAN INTEREST

Interest on the Loan Balance is charged in arrears, at an effective annual rate of 8%. It is payable on each Policy Anniversary and on the date the loan is paid in full. Any interest not paid when due will be added to the loan and bear interest at the same rate.

LOAN REPAYMENT

You may repay all or part (minimum payment \$10) of a loan, at any time the policy is in force. Any loan or loan interest not repaid will be deducted from the proceeds payable on death, maturity, or surrender.

LOAN BALANCE

The Loan Balance is the sum of all amounts loaned to You, plus interest charged on those amounts, less any loan and interest amounts repaid by You.

TERMINATION

Whenever the Loan Balance, with interest, is more than the policy's cash value, the policy will be terminated. We will give You 30 days notice, at the last known address, before terminating this policy. We will also notify any assignee of record.

VALUES

BASIS OF VALUES

A description of the method used to compute values and reserves has been filed with the State Insurance Department where the policy is delivered. Values are based on the Commissioners 2001 Standard Ordinary Ultimate Mortality Table, Male/Female, Smoker/Nonsmoker and will meet or exceed the minimum values required by the state.

The cash values for this policy are shown in the Table of Values on Page 3. The values shown are for the Policy Anniversary at the end of the Policy Year shown. The values assume no loans exist. We will furnish values not shown in the table upon request.

Our computations assume:

- The age of the Insured at last birthday;
- The interest rates shown on Page 3;
- The Death Benefit payable immediately on death of the Insured; and
- Premium payable throughout the policy year.

GENERAL PROVISIONS

THE CONTRACT

This policy is a legal contract. The whole contract consists of this policy, any attached endorsements, and the attached application.

We assume that any statements made in the application are representations and not warranties. No statement will be used to defend against a claim, unless it is contained in the application, and a copy has been provided to the Policy Owner, Beneficiary or the Insured's legal representative.

Any change in the policy is between You and Us.

RIGHTS OF POLICY OWNER

The Policy Owner may change the Owner of this policy, or name a new Policy Holder provided:

- You request the change in writing; and
- We acknowledge the change.

Once the request is acknowledged, the change is effective on the date You signed the request. We may require that the policy be sent to Us, so We can record the change.

ASSIGNMENT

You may assign the proceeds of this policy. The rights of the Beneficiary become subject to that assignment. We are not bound by any assignment, unless it is received in written form at Our Home Office. If there is already an assignment on record, We will require You to confirm the change in assignment. We assume no responsibility for the validity of any assignment.

MISSTATEMENT OF AGE OR SEX

If the Insured's age or sex has not been correctly stated, We will adjust the benefit amounts and cash values. These adjustments will be based on the amount that the premiums would have purchased at the correct age and sex.

CONFORMITY WITH LAWS

This policy is subject to the laws of the state where the application for the policy was signed. If part of it does not follow the law, it will be treated as if it did.

INADVERTENT ERROR

Your coverage will not be prejudiced by any failures of the Policy Owner, if such failure is due to inadvertent error, and which is later corrected.

**Whole Life Insurance
Premiums Payable for Life
Level Death Benefit
Nonparticipating**

Forethought Life Insurance Company • One Forethought Center • Batesville, Indiana 47006

1. PROPOSED INSURED					
Last Name		First Name	MI	2. Birth Date	3. Age
					4. S. S. #
5. Sex <input type="checkbox"/> M <input type="checkbox"/> F	6. Have you smoked cigarettes in the past 12 months?				<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Address			City	State	Zip
8. Home Phone # ()		9. State of Birth		10. Country of Citizenship	
11. OWNER (If Other Than Proposed Insured)					
Name of Owner			Country of Citizenship		
Phone # ()		S. S. #		Relationship to Insured	
Address			E-Mail Address		
12. REPLACEMENT INFORMATION					
a. Is there life insurance in force on the Proposed Insured?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
b. Will insurance applied for replace any life insurance in force? (If yes, complete replacement forms if required by your state)				<input type="checkbox"/> Yes <input type="checkbox"/> No	
13. PLAN					
	Life Pay	10 Pay	14. FACE AMOUNT \$		
Ultra - Level Death Benefit	<input type="checkbox"/>	N/A	15. BILLING MODE		
Preferred - Level Death Benefit	<input type="checkbox"/>	<input type="checkbox"/>			
Standard - Graded Death Benefit	<input type="checkbox"/>	<input type="checkbox"/>			
Basic - Limited Death Benefit	<input type="checkbox"/>	N/A			
			<input type="checkbox"/> Annual <input type="checkbox"/> Quarterly		
			<input type="checkbox"/> Semi-Annual <input type="checkbox"/> Monthly EFT		
16. INITIAL PREMIUM					
<input type="checkbox"/> \$ _____		Draft First Premium immediately, then monthly on same date of each month			
<input type="checkbox"/> \$ _____		Draft First Premium immediately then again on the _____ day of each month			
<input type="checkbox"/> \$ _____		Delay draft of First Premium until the _____ day of next month (coverage will not be effective until that date) and on the same day of subsequent months			
<input type="checkbox"/> \$ _____		Check with application - make check payable to Forethought Life Insurance Company			
17. AUTHORIZATION FOR BANK DRAFT - Please attach a voided personal check					
Electronic Funds Transfer (EFT)					
<input type="checkbox"/> Checking		Account #:			
<input type="checkbox"/> Savings		ABA Routing/Transit Number:			
		() -			
Name of Financial Institution			Phone # of Financial Institution		
S. S. # of Account Holder					
AUTOMATIC PAYMENT AUTHORIZATION – Must be completed for EFT					
I authorize Forethought Life Insurance Company ("FLIC") to charge/deduct my insurance premium from my account. This authorization is to remain in effect until I revoke my automatic monthly premium payment by notifying FLIC.					
Payor's Signature - <i>As it appears on the bank account</i>					Date
18. BENEFICIARY AND RELATIONSHIP TO PROPOSED INSURED					
Beneficiary		S. S. #		Relationship to Insured	
Contingent Beneficiary		S. S. #		Relationship to Insured	

19. Best Time To Call		Time Zone	20. Height	21. Weight
22. Are you currently receiving disability payments?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
23. Have you ever been convicted of a felony?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
24. A. Have you been diagnosed, or treated by a medical professional for Acquired Immune Deficiency Syndrome (AIDS); AIDS Related Complex (ARC), or tested positive for Human Immunodeficiency Virus (HIV)?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
B. Have you been medically diagnosed as having a terminal illness, or a life expectancy of 12 months or less?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
25. A. Do you need help performing any Activities of Daily Living (ADLs) such as eating, bathing, toileting? Are you currently hospitalized or confined to a wheelchair, bed, or nursing facility?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
B. Have you been medically diagnosed as having Alzheimer's Disease, Dementia, or Congestive Heart Failure (CHF)?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
C. Are you currently receiving kidney dialysis, or using oxygen equipment to assist in breathing? Have you been advised to have any medical test, hospital, nursing home confinement, psychiatric or home health care and not done so?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
D. Have you had a heart, lung, or liver transplant, or has one been recommended to you?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
26. A. During the past 24 months, have you had, been medically diagnosed, treated, or taken prescription medications for alcohol or drug abuse, internal cancer, Leukemia, or Melanoma (excluding Basal/Squamous cell skin cancers)?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
B. During the past 12 months, have you had, or been medically diagnosed as having a brain tumor, heart attack, stroke, Transient Ischemic Attack (TIA)? Have you been medically advised to have brain, heart, or circulatory surgery?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
C. During the past 24 months, have you been treated for insulin shock, diabetic coma, amputation caused by disease, or have you taken insulin shots prior to age 40?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
27. A. During the past 12 months, have you been admitted to or confined to a hospital two or more times?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
B. During the past 24 months, have you had a stroke, Transient Ischemic Attack (TIA), heart attack, angina, or any procedure to improve circulation to the heart or brain?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
C. During the past 24 months, have you been diagnosed with, been treated for, or had a medical professional recommend treatment (including office visits, medications, or surgery) for:				
1. Parkinson's Disease, seizures, clinical depression, or neurological disorders?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Liver Disease, renal insufficiency, kidney transplant, kidney failure, or irregular heart beat?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Diabetes with uncontrolled blood pressure, or requiring more than 60 units of insulin daily, or diabetic complications, including numbness, eye or kidney disorder, coma, insulin shock, or uncontrolled blood sugars?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Emphysema, chronic bronchitis, chronic asthma, Chronic Obstructive Pulmonary Disease (COPD) or black lung?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
D. During the past 36 months have you been diagnosed with, treated for, or had a medical professional recommend treatment (including office visits, medications, or surgery) for alcohol or drug abuse, internal cancer, Leukemia, or Melanoma?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Answer the following question ONLY if you are applying for the Ultra Plan.				
28. Have you ever been diagnosed with, been treated for, or had a medical professional recommend treatment (including office visits, medications, or surgery) for:				
1. Internal cancer, Leukemia, or Melanoma?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Diabetes, liver disease, renal insufficiency, kidney failure, or irregular heartbeat (including pacemakers)?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Heart attack, stroke, Transient Ischemic Attack (TIA), angina, or any procedure to improve circulation to the heart or brain?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Alcohol or drug abuse?			<input type="checkbox"/> Yes <input type="checkbox"/> No	
29. Doctor's Name			Phone # ()	

30. ELIGIBLE GRANDCHILDREN - To be covered by Grandchildren's Benefit

Grandchild's Full Name

Date of Birth

Grandchild's Full Name

Date of Birth

31. OWNER IDENTITY VERIFICATION Under Federal law, we are required to verify the identity of all new life insurance Owners.**Select One**☐ If the proposed Owner appears in person, we will ask to see your driver's license, passport or other government-issued photo identification.☐ Driver's License☐ Passport☐ Other _____

ID Number

State/Country of Issuance

ID Expiration

☐ If the proposed Owner does not appear in person, we may verify your identity by non-documentary means, such as by obtaining a consumer report.

FRAUD WARNING Any person who knowingly presents a false or fraudulent claim for payment of a loss, or knowingly makes a false statement in an application for insurance may be guilty of criminal offense under state law. I agree that no insurance shall be in effect until: (a) a policy has been issued, and (b) the first premium is paid while my insurability remains unchanged and then only if I am actually in the state of health represented in this application. I state that the answers set forth above, are full, complete, and true to the best of my knowledge and belief. The answers are the basis of any insurance issued. I also acknowledge that I have received the Notice of Information Practices and MIB Notice attached to this application. All statements made by or on behalf of me shall be deemed to be representations and not warranties.

AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION FLIC and its reinsurers may obtain medical and other information in order to evaluate my application for insurance. This may be disclosed by any physician, practitioner, hospital, clinic, medically related facility, the Veterans Administration, MIB Inc., any consumer reporting agency, or any insurance company. The information may involve me, or any care, treatment or advice of me. This includes information relating to alcohol or drug abuse, mental disease, or information which may be considered a communicable or venereal disease, which may include, but are not limited to, diseases like Hepatitis, Syphilis, Gonorrhea, and HIV, also known as AIDS. FLIC may report such information to MIB, Inc. or to other insurance companies to which I have or may apply. This authorization will be valid for 24 months from the date this authorization is signed. A photocopy of this will be as valid as the original. I, or my authorized representative may receive a copy of this authorization upon request.

Signature of Proposed Insured

Date

Signed at (city,state)

Owner (If other than Proposed Insured)

Witness (if necessary)

AGENT'S STATEMENT

I personally ☐ saw ☐ did not see the Insured. To the best of my knowledge and belief, the application ☐ does ☐ does not replace any existing life insurance. If the Insured has existing policies that are being replaced, please complete the required replacement forms.

Signature of Agent

Printed Name of Agent

Agent #

Phone #

Mail completed policy to:

☐ Agent☐ Policyowner**COMMENTS**

*****STATEMENT OF POLICY COST AND BENEFIT INFORMATION*****

Date Policy Summary Prepared: [Date]

Insured: [Name of Insured]

Policy Number: [Number]

Issue Age: [Age]

Face Amount of Policy: [\$ Amount]

Risk Class: [Not Applicable]

[Name of Agent]

Agent and Insurer

Forethought Life Insurance Company
One Forethought Center
Batesville, IN 47006

Descriptive Title of Coverage

Policy: Whole Life Insurance

Premiums Payable for Life

Limited Death Benefit

Policy Year 1: [110%] premiums paid

Policy Year 2: [110%] premiums paid

Policy Years 3 and later: \$[10,000]

Nonparticipating

Policy Year	Annual Premium	Guaranteed Cash Value End of Year	Guaranteed Death Benefit End of Year
1	689	0	757.90
2	689	59	1,515.80
3	689	277	10,000
4	689	400	10,000
5	689	577	10,000
6	689	758	10,000
7	689	942	10,000
8	689	1,131	10,000
9	689	1,326	10,000
10	689	1,525	10,000
11	689	1,728	10,000
12	689	1,934	10,000
13	689	2,142	10,000
14	689	2,351	10,000
15	689	2,563	10,000
16	689	2,777	10,000
17	689	2,994	10,000
18	689	3,214	10,000
19	689	3,438	10,000
20	689	3,666	10,000
Age 65	689	2,563	10,000

Surrender Comparison Index Disclosure

Per \$1000 of Face Amount of Basic Insurance

10 Year surrender index 72.93 10 Year payment index 87.62

20 Year surrender index 67.24 20 Year payment index 79.41

An explanation of the intended use of these indexes is provided in the Life Insurance Buyers Guide.

Loans: Interest on any loan is charged in arrears at an effective annual rate of 8% per year.

*****STATEMENT OF POLICY COST AND BENEFIT INFORMATION*****

Date Policy Summary Prepared: [Date]

Insured: [Name of Insured]

Policy Number: [Number]

Issue Age: [Age]

Face Amount of Policy: [\$ Amount]

Risk Class: [Smoker/Non-Smoker]

Agent and Insurer

[Name of Agent]

Forethought Life Insurance Company
One Forethought Center
Batesville, IN 47006

Descriptive Title of Coverage

Policy: Whole Life Insurance

Premiums Payable for Life

Limited Death Benefit

Policy Year 1: \$[6,000]

Policy Year 2: \$[14,000]

Policy Years 3 and later: \$[20,000]

Nonparticipating

Policy Year	Annual Premium	Guaranteed Cash Value End of Year	Guaranteed Death Benefit End of Year
1	959	0	6,000
2	959	87	14,000
3	959	424	10,000
4	959	771	10,000
5	959	1,125	10,000
6	959	1,487	10,000
7	959	1,857	10,000
8	959	2,236	10,000
9	959	2,625	10,000
10	959	3,024	10,000
11	959	3,431	10,000
12	959	3,843	10,000
13	959	4,259	10,000
14	959	4,679	10,000
15	959	5,103	10,000
16	959	5,532	10,000
17	959	5,966	10,000
18	959	6,408	10,000
19	959	6,856	10,000
20	959	7,312	10,000
Age 65	959	5,103	10,000

Surrender Comparison Index Disclosure

Per \$1000 of Face Amount of Basic Insurance

10 Year surrender index 41.55

10 Year payment index 54.59

20 Year surrender index 40.47

20 Year payment index 51.86

An explanation of the intended use of these indexes is provided in the Life Insurance Buyers Guide.

Loans: Interest on any loan is charged in arrears at an effective annual rate of 8% per year.

*****STATEMENT OF POLICY COST AND BENEFIT INFORMATION*****

Date Policy Summary Prepared: [Date]

Insured: [Name of Insured]

Policy Number: [Number]

Issue Age: [Age]

Face Amount of Policy: [\$ Amount]

Risk Class: [Smoker/Non-Smoker]

[Name of Agent]

Agent and Insurer

Forethought Life Insurance Company
One Forethought Center
Batesville, IN 47006

Descriptive Title of Coverage

Policy: Whole Life Insurance
Premiums Payable for Life
Death Benefit:
Nonparticipating

[\$[20,000]]

<u>Policy Year</u>	<u>Annual Premium</u>	<u>Guaranteed Cash Value End of Year</u>	<u>Guaranteed Death Benefit End of Year</u>
1	719	0	20,000
2	719	0	20,000
3	719	335	20,000
4	719	683	20,000
5	719	1,039	20,000
6	719	1,402	20,000
7	719	1,774	20,000
8	719	2,155	20,000
9	719	2,546	20,000
10	719	2,946	20,000
11	719	3,355	20,000
12	719	3,769	20,000
13	719	4,187	20,000
14	719	4,609	20,000
15	719	5,035	20,000
16	719	5,465	20,000
17	719	5,902	20,000
18	719	6,345	20,000
19	719	6,796	20,000
20	719	7,253	20,000
Age 65	719	5,035	20,000

Surrender Comparison Index Disclosure
Per \$1000 of Face Amount of Basic Insurance

10 Year surrender index 24.80 10 Year payment index 35.95

20 Year surrender index 25.50 20 Year payment index 35.95

An explanation of the intended use of these indexes is provided in the Life Insurance Buyers Guide.

Loans: Interest on any loan is charged in arrears at an effective annual rate of 8% per year.

<i>SERFF Tracking Number:</i>	<i>FRTH-125742828</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Forethought Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39747</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.121 Graded Premium - Single Life</i>
<i>Product Name:</i>	<i>FORELIFE 2 - WHOLE LIFE INSURANCE</i>		
<i>Project Name/Number:</i>	<i>FORELIFE 2/P08WL</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FRTH-125742828 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 39747
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.121 Graded Premium - Single Life
Product Name: FORELIFE 2 - WHOLE LIFE INSURANCE
Project Name/Number: FORELIFE 2/P08WL

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/22/2008
Comments:
Attachment:
Certification 0708.pdf

Review Status:

Satisfied -Name: Application 07/22/2008
Comments:
The application to be used is in the Form Schedule tab.

Review Status:

Satisfied -Name: Life & Annuity - Acturial Memo 07/22/2008
Comments:
Attachments:
P08WLBA-GEN - FLIC - 2001CSO - E - Age50 - 2008 07.pdf
P08WLST-GEN - FLIC - 2001CSO - MF - NS - Age50 - 2008 07.pdf
P08WLUP-GEN - FLIC - 2001CSO - MF - NS - Age50 - 2008 07.pdf

Review Status:

Satisfied -Name: READABILITY CERTIFICATIONS 07/25/2008
Comments:
Attachments:
P08WLBA-GEN01-01 READABILITY CERT.pdf
P08WLST-GEN01-01 READABILITY CERT.pdf
P08WLUP-GEN01-01 READABILITY CERT.pdf
A4144-01 READABILITY CERT.pdf

Review Status:

Satisfied -Name: FILING LETTER 07/25/2008
Comments:
Attachment:

<i>SERFF Tracking Number:</i>	<i>FRTH-125742828</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Forethought Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39747</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.121 Graded Premium - Single Life</i>
<i>Product Name:</i>	<i>FORELIFE 2 - WHOLE LIFE INSURANCE</i>		
<i>Project Name/Number:</i>	<i>FORELIFE 2/P08WL</i>		

#1 AR Letter - Generic Policies APL Default.pdf

SERFF Tracking Number: FRTN-125742828 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 39747
Company Tracking Number:
TOI: L071 Individual Life - Whole Sub-TOI: L071.121 Graded Premium - Single Life
Product Name: FORELIFE 2 - WHOLE LIFE INSURANCE
Project Name/Number: FORELIFE 2/P08WL

Review Status:

Satisfied -Name: RESPONSE LETTER 08/07/2008

Comments:

Attachment:

Response 8-7-08.pdf

Review Status:

Satisfied -Name: ACCELERATED BENEFIT 08/07/2008
DISCLOSURE A7069-01

Comments:

Attachment:

A7069-01 REQUIRED DISCLOSURE STATEMENT FOR ACCELERATED DEATH BENEFITS - Ultra and Preferred.pdf



CERTIFICATION

I, David K. Mullen, Assistant Secretary of Forethought Life Insurance Company of Batesville, Indiana hereby certify that Form Filing P08WL et al complies with Regulation 19s10B of the Arkansas Department of Insurance.

A handwritten signature in black ink, appearing to read "David K. Mullen", written over a horizontal line.

July 25, 2008

David. K. Mullen
Assistant Secretary

FORETHOUGHT LIFE INSURANCE COMPANY

Actuarial Memorandum

Policy Forms P08WLBA-GEN01, et al

***Whole Life Insurance
Premiums Payable for Life
Limited Death Benefit
Nonparticipating***

Description

All-inclusive premiums, which pay for a Basic Death Benefit, an Accidental Death Benefit, an Accelerated Death benefit, and a Grandchildren's Benefit, are required while the insured survives. All benefits are provided only while the Insured survives. Premium payments not made by the end of the grace period will be automatically paid by making a loan against the policy's cash value, unless a different option is elected.

The Basic Death Benefit provides for a benefit in Years 1 and 2 of 110% of premiums paid. In Years 3 and later the benefit is 100% of the Face Amount. If death is due to an accident, the Face Amount is payable at any policy duration.

The Grandchildren's Benefit pays an amount equal to the lesser of \$5,000 or the Face Amount on the first death of all Eligible Grandchildren (whose issue ages are between 6 months and 18 years of age and attained ages are less than 22).

Reserves

Basic Death Benefit - Reserves are based on the Commissioners Reserve Valuation Method, Commissioners 2001 Standard Ordinary Composite Ultimate Mortality Table E (Age Last Birthday), immediate payment of claims and premiums, but with a curtate expense allowance, and interest rates not greater than the maximum allowed by the Standard Valuation Law. Reserves currently use 4.00% per annum interest. We will adjust interest rates in the future in accordance with maximum valuation rates to keep reserves equal to or greater than the minimum required by law. For attained ages greater than 120, reserves will equal the death benefit.

If EA_x^{CRVM} is the expense allowance for a policy issued at age x under the Commissioners Reserve Valuation Method, where

$$EA_x^{CRVM} = \frac{MDB_{x+1}}{N_{x+1}} - \frac{CDB_x}{D_x}$$

$$CDB_{x+t-1} = DB_t \times \bar{C}_{x+t-1}$$

$$MDB_{x+t} = \sum_{k=t}^{100-x} CDB_{x+k}$$

$$DB_t = 1.10 \times \text{cumulative premiums paid to date of insured's death, for } t=1 \text{ and } 2$$

FORETHOUGHT LIFE INSURANCE COMPANY

$DB_t = 1,000$, for all $t > 2$

$$\beta_x = \frac{MDB_x + D_x \times EA_x^{CRVM}}{N_x}$$

$$\alpha_x = \frac{MDB_x}{D_x} - \beta_x \cdot a_x$$

x = issue age, last birthday, and

t = policy duration in years.

Then terminal and mean reserves are

$${}_tV_x = \frac{MDB_{x+t} - \beta_x \cdot N_{x+t}}{D_{x+t}}$$

$${}_1M_x = \frac{\alpha_x + {}_1V_x}{2} \quad \text{for } t = 1$$

$${}_tM_x = \frac{{}_{t-1}V_x + \beta_x + {}_tV_x}{2} \quad \text{for } t \geq 1.$$

Reserves are rounded to the next cent. Terminal reserves equal or exceed cash values.

Grandchildren's Benefit – Due to the low expected incidence of Eligible Grandchildren's deaths, the reserves for this benefit are minimal. The Company will monitor the experience of this benefit and, if the incidence is such that reserves become necessary, appropriate reserves will be determined and held.

Nonforfeiture Values

Basic Death Benefit - Cash values are based on the Commissioners Reserve Valuation Method, Commissioners 2001 Standard Ordinary Composite Ultimate Mortality Table E (Age Last Birthday), immediate payment of claims and premiums, but with a curtate expense allowance, and interest rates not greater than the maximum allowed by the Standard Nonforfeiture Law. Cash values currently use 5.00% per annum interest. We will adjust interest rates in the future in accordance with maximum nonforfeiture rates in order to keep cash values equal to or greater than the minimum required by law. For attained ages greater than 120, cash values will equal the death benefit.

If EA_x^{SNFL} is the expense allowance for a policy issued at age x under the Standard Nonforfeiture Law, where

$$EA_x^{SNFL} = 0.01 \times ADB + 1.25 \times \text{Min} \left[0.04 \times ADB, \frac{MDB_x}{N_x} \right]$$

ADB = average death benefit, per \$1,000 face amount, during the first 10 policy years

FORETHOUGHT LIFE INSURANCE COMPANY

MDB_x = same calculation as used for reserves, but using the nonforfeiture basis

$$P_x^{Adj} = \frac{MDB_x + D_x \times EA_x^{SNFL}}{N_x}$$

Then terminal cash values are

$${}_t CV_x = \frac{MDB_{x+t} - P_x^{Adj} \cdot N_{x+t}}{D_{x+t}}$$

Grandchildren's Benefit – There are no cash values associated with these benefits.

SAMPLE CALCULATIONS

The following are for a non-smoking, male insured, issue age 50, duration 5.

For reserves (4.00%):

$$EA_{50}^{CRVM} = \frac{MDB_{51}}{N_{51}} - \frac{CDB_{50}}{D_{50}} = \frac{326.174}{16.545} - \frac{0.763}{1.000} = 19.714 - 0.763 = 18.951$$

$$\beta_{50} = \frac{MDB_{50} + D_{50} \times EA_{50}^{CRVM}}{N_{50}} = \frac{326.937 + 1.000 \times 18.951}{17.545} = 19.714$$

$${}_5 V_{50} = \frac{MDB_{55} - \beta_{50} \cdot N_{55}}{D_{55}} = \frac{312.319 - 19.714 \cdot 12.950}{0.80431} = 70.900$$

$${}_5 M_{50} = \frac{{}_4 V_{50} + \beta_{50} + {}_5 V_{50}}{2} = \frac{53.250 + 19.714 + 70.900}{2} = 71.932$$

For cash values (5.00%):

$$\begin{aligned} EA_{50}^{SNFL} &= 0.01 \times ADB + 1.25 \times \text{Min}\left[0.04 \times ADB, \frac{MDB_{50}}{N_{50}}\right] \\ &= 0.01 \times 866.50 + 1.25 \times \text{Min}[0.04 \times 866.50, 257.419/15.630] \\ &= 8.67 + 1.25 \times \text{Min}[34.66, 16.47] \\ &= 29.26 \end{aligned}$$

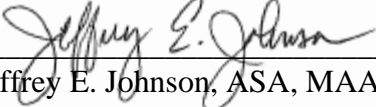
$$P_{50}^{Adj} = \frac{MDB_{50} + D_{50} \times EA_{50}^{SNFL}}{N_{50}} = \frac{257.419 + 1.000 \times 29.26}{15.630} = 18.342$$

$${}_5 CV_{50} = \frac{MDB_{55} - P_{50}^{Adj} \cdot N_{55}}{D_{55}} = \frac{243.234 - 18.342 \cdot 11.117}{0.76673} = 51.30$$

FORETHOUGHT LIFE INSURANCE COMPANY

The attached Exhibit A shows year-end Basic Death Benefit reserves and nonforfeiture values for the first 20 policy years for an insured issue age 50.

I hereby certify to the best of my knowledge that reserves and nonforfeiture factors for all ages are correctly calculated and comply with their respective regulations.



Jeffrey E. Johnson, ASA, MAAA
Director, Product Development
Forethought Life Insurance Company

July 24, 2008

EXHIBIT A

WHOLE LIFE INSURANCE
PREMIUMS PAYABLE FOR LIFE
LIMITED DEATH BENEFIT

Reserves & Nonforfeiture Values
Issue Age 50

Duration	Terminal Reserve	Cash Value
1	0.00	0.00
2	18.83	4.61
3	35.88	19.81
4	53.25	35.38
5	70.90	51.30
6	88.81	67.54
7	106.98	84.11
8	125.43	101.04
9	144.21	118.37
10	163.30	136.10
11	182.67	154.19
12	202.26	172.59
13	222.06	191.29
14	242.03	210.25
15	262.19	229.50
16	282.55	249.05
17	303.12	268.92
18	323.91	289.12
19	344.93	309.64
20	366.14	330.48

FORETHOUGHT LIFE INSURANCE COMPANY

Actuarial Memorandum

Policy Forms P08WLST-GEN01, et al

***Whole Life Insurance
Premiums Payable for Life
Graded Death Benefit
Nonparticipating***

Description

All-inclusive premiums, which pay for a Basic Death Benefit, an Accidental Death Benefit, an Accelerated Death benefit, and a Grandchildren's Benefit, are required while the insured survives. All benefits are provided only while the Insured survives. Premium payments not made by the end of the grace period will be automatically paid by making a loan against the policy's cash value, unless a different option is elected.

The Basic Death Benefit provides for a Year 1 benefit equal to 30% of the Face Amount. In Year 2 the benefit is 70% of the Face Amount, and in Years 3 and later the benefit is 100% of the Face Amount. If death is due to an accident, the Face Amount is payable at any policy duration.

The Accidental Death Benefit is available only through issue age 70 and provides level coverage equal to the Face Amount through the Policy Anniversary following attained age 75.

The Accelerated Death Benefit allows the Owner to elect early payment of the Basic Death Benefit when the Policy has been in force for at least 12 months and the Insured is determined to have a life expectancy of six months or less.

The Grandchildren's Benefit pays an amount equal to the lesser of \$5,000 or the Face Amount on the first death of all Eligible Grandchildren (whose issue ages are between 6 months and 18 years of age and attained ages are less than 22).

Reserves

Basic Death Benefit - Reserves are based on the Commissioners Reserve Valuation Method, Commissioners 2001 Standard Ordinary Composite Ultimate Table, sex and smoker distinct, age last birthday, immediate payment of claims, a curtate expense allowance, and interest rates not greater than the maximum allowed by the Standard Valuation Law. Reserves currently use 4.00% per annum interest. We will adjust interest rates in the future in accordance with maximum valuation rates to keep reserves equal to or greater than the minimum required by law. For attained ages greater than 120, reserves will equal the death benefit.

If EA_x^{CRVM} is the expense allowance for a policy issued at age x under the Commissioners Reserve Valuation Method, where

$$EA_x^{CRVM} = \frac{MDB_{x+1}}{N_{x+1}} - \frac{CDB_x}{D_x}$$

FORETHOUGHT LIFE INSURANCE COMPANY

$$CDB_{x+t-1} = DB_t \times \bar{C}_{x+t-1}$$

$$MDB_{x+t} = \sum_{k=t}^{100-x} CDB_{x+k}$$

$$DB_1 = 300$$

$$DB_2 = 700$$

$$DB_t = 1,000, \text{ for all } t > 2$$

$$\beta_x = \frac{MDB_x + D_x \times EA_x^{CRVM}}{N_x}$$

$$\alpha_x = \frac{MDB_x}{D_x} - \beta_x \cdot a_x$$

x = issue age, last birthday, and

t = policy duration in years.

Then terminal and mean reserves are

$${}_tV_x = \frac{MDB_{x+t} - \beta_x \cdot N_{x+t}}{D_{x+t}}$$

$${}_1M_x = \frac{\alpha_x + {}_1V_x}{2} \quad \text{for } t = 1$$

$${}_tM_x = \frac{{}_{t-1}V_x + \beta_x + {}_tV_x}{2} \quad \text{for } t \geq 1.$$

Reserves are rounded to the next cent. Terminal reserves equal or exceed cash values.

Accidental Death Benefit – Due to the low expected incidence of Accidental Deaths, the reserves for this benefit are minimal. The Company will monitor the experience of this benefit and, if the incidence is such that reserves become necessary, appropriate reserves will be determined and held.

Accelerated Death Benefit – Due to the low expected incidence and incremental cost of this benefit, the reserves for this benefit are minimal. The Company will monitor the experience of this benefit and, if the incidence is such that reserves become necessary, appropriate reserves will be determined and held.

Grandchildren's Benefit – Due to the low expected incidence of Eligible Grandchildren's deaths, the reserves for this benefit are minimal. The Company will monitor the experience of this benefit and, if the incidence is such that reserves become necessary, appropriate reserves will be determined and held.

Nonforfeiture Values

FORETHOUGHT LIFE INSURANCE COMPANY

Basic Death Benefit - Cash values are based on the NAIC Standard Nonforfeiture Law Method, Commissioners 2001 Standard Ordinary Composite Ultimate Table, sex and smoker distinct, age last birthday, immediate payment of claims and interest rates not greater than the maximum allowed by the Standard Nonforfeiture Law. Cash values currently use 5.00% per annum interest. We will adjust interest rates in the future in accordance with maximum nonforfeiture rates in order to keep cash values equal to or greater than the minimum required by law. For attained ages greater than 120, cash values will equal the death benefit.

If EA_x^{SNFL} is the expense allowance for a policy issued at age x under the Standard Nonforfeiture Law, where

$$EA_x^{SNFL} = 0.01 \times ADB + 1.25 \times \text{Min} \left[0.04 \times ADB; \frac{MDB_x}{N_x} \right]$$

ADB = average death benefit, per \$1,000 face amount, during the first 10 policy years

MDB_x = same calculation as used for reserves, but using the nonforfeiture basis

$$P_x^{Adj} = \frac{MDB_x + D_x \times EA_x^{SNFL}}{N_x}$$

Then terminal cash values are

$${}_tCV_x = \frac{MDB_{x+t} - P_x^{Adj} \cdot N_{x+t}}{D_{x+t}}$$

Accidental Death Benefit – There are no cash values associated with these benefits.

Accelerated Death Benefit – There are no cash values associated with these benefits.

Grandchildren's Benefit – There are no cash values associated with these benefits.

SAMPLE CALCULATIONS

The following are for a non-smoking, male insured, issue age 50, duration 5, using the above-mentioned interest rates.

For reserves (4.00%):

$$EA_{50}^{CRVM} = \frac{MDB_{51}}{N_{51}} - \frac{CDB_{50}}{D_{50}} = \frac{342.814}{16.147} - \frac{1.015}{1.000} = 21.231 - 1.015 = 20.216$$

$$\beta_{50} = \frac{MDB_{50} + D_{50} \times EA_{50}^{CRVM}}{N_{50}} = \frac{343.828 + 1.000 \times 20.216}{17.147} = 21.231$$

$${}_5V_{50} = \frac{MDB_{55} - \beta_{50} \cdot N_{55}}{D_{55}} = \frac{328.343 - 21.231 \cdot 12.551}{0.80467} = 76.900$$

$${}_5M_{50} = \frac{{}_4V_{50} + \beta_{50} + {}_5V_{50}}{2} = \frac{57.409 + 21.231 + 76.900}{2} = 77.770$$

FORETHOUGHT LIFE INSURANCE COMPANY

For cash values (5.00%):

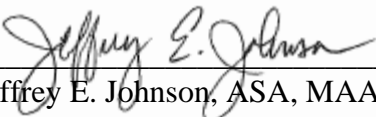
$$\begin{aligned}EA_{50}^{SNFL} &= 0.01 \times ADB + 1.25 \times \text{Min}[0.04 \times ADB; \frac{MDB_{50}}{N_{50}}] \\&= 0.01 \times 900 + 1.25 \times \text{Min}[0.04 \times 900, 272.794/15.340] \\&= 9.00 + 1.25 \times \text{Min}[34.00, 17.783] \\&= 31.229\end{aligned}$$

$$P_{50}^{Adj} = \frac{MDB_{50} + D_{50} \times EA_{50}^{SNFL}}{N_{50}} = \frac{272.794 + 1.000 \times 31.229}{15.340} = 19.819$$

$${}_5CV_5 = \frac{MD_{55} - P_5^{Ad} \cdot N_5}{D_5} = \frac{257.747 - 19.819 \cdot 10.827}{0.76708} = 56.274$$

The attached Exhibit A shows year-end Basic Death Benefit reserves and nonforfeiture values for the first 20 policy years for a non-smoking, male insured, issue age 50.

I hereby certify to the best of my knowledge that reserves and nonforfeiture factors for all ages are correctly calculated and comply with their respective regulations.



Jeffrey E. Johnson, ASA, MAAA
Director, Product Development
Forethought Life Insurance Company

July 24, 2008

EXHIBIT A

WHOLE LIFE INSURANCE
PREMIUMS PAYABLE FOR LIFE
GRADED DEATH BENEFIT

Reserves & Nonforfeiture Value
Non-Smoker, Male, Issue Age 50

Duration	Terminal Reserve	Cash Value
1	0.00	0.00
2	19.46	4.38
3	38.24	21.24
4	57.41	38.56
5	76.90	56.28
6	96.68	74.37
7	116.78	92.86
8	137.24	111.81
9	158.13	131.28
10	179.38	151.22
11	200.92	171.55
12	222.64	192.17
13	244.46	213.00
14	266.35	233.99
15	288.33	255.19
16	310.43	276.62
17	332.71	298.34
18	355.20	320.40
19	377.94	342.84
20	400.88	365.61

FORETHOUGHT LIFE INSURANCE COMPANY

Actuarial Memorandum

Policy Forms P08WLUP-GEN01, et al

***Whole Life Insurance
Premiums Payable for Life
Level Death Benefit
Nonparticipating***

Description

All-inclusive premiums, which pay for a Basic Death Benefit, an Accidental Death Benefit, an Accelerated Death benefit, and a Grandchildren's Benefit, are required while the insured survives. All benefits are provided only while the Insured survives. Premium payments not made by the end of the grace period will be automatically paid by making a loan against the policy's cash value, unless a different option is elected.

The Basic Death Benefit provides level coverage equal to the Face Amount.

The Accidental Death Benefit is available only through issue age 70 and provides level coverage equal to the Face Amount through the Policy Anniversary following attained age 75.

The Accelerated Death Benefit allows the Owner to elect early payment of the Basic Death Benefit when the Policy has been in force for at least 12 months and the Insured is determined to have a life expectancy of six months or less.

The Grandchildren's Benefit pays an amount equal to the lesser of \$5,000 or the Face Amount on the first death of all Eligible Grandchildren (whose issue ages are between 6 months and 18 years of age and attained ages are less than 22).

Reserves

Basic Death Benefit - Reserves are based on the Commissioners Reserve Valuation Method, Commissioners 2001 Standard Ordinary Composite Ultimate Table, sex and smoker distinct, age last birthday, immediate payment of claims, a curtail expense allowance, and interest rates not greater than the maximum allowed by the Standard Valuation Law. Reserves currently use 4.00% per annum interest. We will adjust interest rates in the future in accordance with maximum valuation rates to keep reserves equal to or greater than the minimum required by law. For attained ages greater than 120, reserves will equal the death benefit.

If EA_x^{CRVM} is the expense allowance for a policy issued at age x under the Commissioners Reserve Valuation Method, where

$$EA_x^{CRVM} = \frac{MDB_{x+1}}{N_{x+1}} - \frac{CDB_x}{D_x}$$

$$CDB_{x+t-1} = DB_t \times \bar{C}_{x+t-1}$$

$$MDB_{x+t} = \sum_{k=t}^{100-x} CDB_{x+k}$$

$$DB_t = 1,000, \text{ for all } t > 0$$

$$\beta_x = \frac{MDB_x + D_x \times EA_x^{CRVM}}{N_x}$$

$$\alpha_x = \frac{MDB_x}{D_x} - \beta_x \cdot a_x$$

x = issue age, last birthday, and

t = policy duration in years.

Then terminal and mean reserves are

$${}_tV_x = \frac{MDB_{x+t} - \beta_x \cdot N_{x+t}}{D_{x+t}}$$

$${}_1M_x = \frac{\alpha_x + {}_1V_x}{2} \quad \text{for } t = 1$$

$${}_tM_x = \frac{{}_{t-1}V_x + \beta_x + {}_tV_x}{2} \quad \text{for } t \geq 1.$$

Reserves are rounded to the next cent. Terminal reserves equal or exceed cash values.

Accidental Death Benefit – Due to the low expected incidence of Accidental Deaths, the reserves for this benefit are minimal. The Company will monitor the experience of this benefit and, if the incidence is such that reserves become necessary, appropriate reserves will be determined and held.

Accelerated Death Benefit – Due to the low expected incidence and incremental cost of this benefit, the reserves for this benefit are minimal. The Company will monitor the experience of this benefit and, if the incidence is such that reserves become necessary, appropriate reserves will be determined and held.

Grandchildren's Benefit – Due to the low expected incidence of Eligible Grandchildren's deaths, the reserves for this benefit are minimal. The Company will monitor the experience of this benefit and, if the incidence is such that reserves become necessary, appropriate reserves will be determined and held.

Nonforfeiture Values

Basic Death Benefit - Cash values are based on the NAIC Standard Nonforfeiture Law Method, Commissioners 2001 Standard Ordinary Composite Ultimate Table, sex and smoker distinct, age last birthday, immediate payment of claims and interest rates not greater than the maximum allowed by the Standard Nonforfeiture Law. Cash values currently use 5.00% per annum interest. We will adjust interest rates in the future in accordance with maximum nonforfeiture

FORETHOUGHT LIFE INSURANCE COMPANY

rates in order to keep cash values equal to or greater than the minimum required by law. For attained ages greater than 120, cash values will equal the death benefit.

If EA_x^{SNFL} is the expense allowance for a policy issued at age x under the Standard Nonforfeiture Law, where

$$EA_x^{SNFL} = 0.01 \times ADB + 1.25 \times \text{Min} \left[0.04 \times ADB, \frac{MDB_x}{N_x} \right]$$

ADB = average death benefit, per \$1,000 face amount, during the first 10 policy years

MDB_x = same calculation as used for reserves, but using the nonforfeiture basis

$$P_x^{Adj} = \frac{MDB_x + D_x \times EA_x^{SNFL}}{N_x}$$

Then terminal cash values are

$${}_t CV_x = \frac{MDB_{x+t} - P_x^{Adj} \cdot N_{x+t}}{D_{x+t}}$$

Accidental Death Benefit – There are no cash values associated with these benefits.

Accelerated Death Benefit – There are no cash values associated with these benefits.

Grandchildren's Benefit – There are no cash values associated with these benefits.

SAMPLE CALCULATIONS

The following are for a non-smoking, male insured, issue age 50, duration 5, using the above-mentioned interest rates.

For reserves (4.00%):

$$EA_{50}^{CRVM} = \frac{MDB_{51}}{N_{51}} - \frac{CDB_{50}}{D_{50}} = \frac{343.876}{16.147} - \frac{3.382}{1.000} = 21.296 - 3.383 = 17.913$$

$$\beta_{50} = \frac{MDB_{50} + D_{50} \times EA_{50}^{CRVM}}{N_{50}} = \frac{347.259 + 1.000 \times 17.913}{17.147} = 21.296$$

$${}_5 V_{50} = \frac{MDB_{55} - \beta_{50} \cdot N_{55}}{D_{55}} = \frac{328.343 - 21.296 \cdot 12.551}{0.80467} = 75.874$$

$${}_5 M_{50} = \frac{{}_4 V_{50} + \beta_{50} + {}_5 V_{50}}{2} = \frac{56.361 + 21.296 + 75.874}{2} = 76.766$$

For cash values (5.00%):

$$\begin{aligned} EA_{50}^{SNFL} &= 0.01 \times ADB + 1.25 \times \text{Min} \left[0.04 \times ADB, \frac{MDB_{50}}{N_{50}} \right] \\ &= 0.01 \times 1000 + 1.25 \times \text{Min} [0.04 \times 1000, 276.199/15.340] \end{aligned}$$

FORETHOUGHT LIFE INSURANCE COMPANY

$$= 10.00 + 1.25 \times \text{Min}[40.00, 18.005]$$

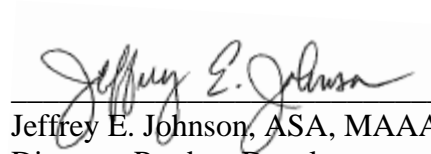
$$= 32.51$$

$$P_{50}^{\text{Adj}} = \frac{\text{MDB}_{50} + D_{50} \times \text{EA}_{50}^{\text{SNFL}}}{N_{50}} = \frac{276.199 + 1.000 \times 32.51}{15.340} = 20.124$$

$${}_5\text{CV}_{50} = \frac{\text{MDB}_{55} - P_{50}^{\text{Adj}} \cdot N_{55}}{D_{55}} = \frac{257.747 - 20.124 \cdot 10.827}{0.76708} = 51.969$$

The attached Exhibit A shows year-end Basic Death Benefit reserves and nonforfeiture values for the first 20 policy years for a non-smoking, male insured, issue age 50.

I hereby certify to the best of my knowledge that reserves and nonforfeiture factors for all ages are correctly calculated and comply with their respective regulations.



Jeffrey E. Johnson, ASA, MAAA
Director, Product Development
Forethought Life Insurance Company

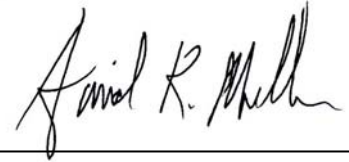
July 24, 2008

EXHIBIT A**WHOLE LIFE INSURANCE**
PREMIUMS PAYABLE FOR LIFE
LEVEL DEATH BENEFIT*Reserves & Nonforfeiture Values*
Non-Smoker, Male, Issue Age 50

Duration	Terminal Reserve	Cash Value
1	0.00	0.00
2	18.37	0.00
3	37.17	16.77
4	56.36	34.17
5	75.87	51.97
6	95.68	70.15
7	115.80	88.72
8	136.28	107.75
9	157.19	127.31
10	178.46	147.34
11	200.03	167.76
12	221.77	188.47
13	243.62	209.39
14	265.53	230.48
15	287.54	251.77
16	309.66	273.29
17	331.96	295.11
18	354.48	317.27
19	377.24	339.80
20	400.21	362.67

CERTIFICATION OF READABILITY

Forethought Life Insurance Company hereby certifies that this form achieves a Flesch reading ease
score of 55.4.



Signature

David K. Mullen, Asst. Secretary

Type name and title

July 22, 2008

Date

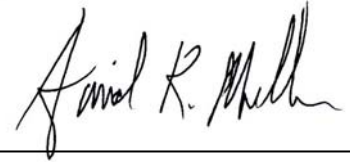
Line of Insurance: Life

Policy Form Number(s):

P08WLBA-GEN01-01 et al

CERTIFICATION OF READABILITY

Forethought Life Insurance Company hereby certifies that this form achieves a Flesch reading ease
score of 55.4.



Signature

David K. Mullen, Asst. Secretary

Type name and title

July 22, 2008

Date

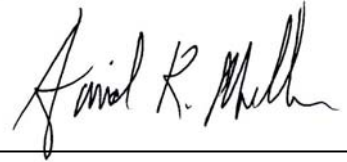
Line of Insurance: Life

Policy Form Number(s):

P08WLST-GEN01-01 et al

CERTIFICATION OF READABILITY

Forethought Life Insurance Company hereby certifies that this form achieves a Flesch reading ease
score of 55.4.



Signature

David K. Mullen, Asst. Secretary

Type name and title

July 22, 2008

Date

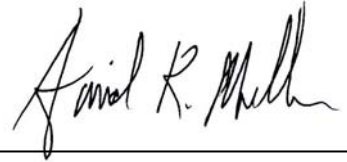
Line of Insurance: Life

Policy Form Number(s):

P08WLUP-GEN01-01 et al

CERTIFICATION OF READABILITY

Forethought Life Insurance Company hereby certifies that this form achieves a Flesch reading ease
score of 59.0.



Signature

David K. Mullen, Asst. Secretary

Type name and title

July 22, 2008

Date

Line of Insurance: Life

Policy Form Number(s):

Application – A4144-01



July 24, 2008

Commissioner Julie Benafield Bowman
Arkansas Department of Insurance
1200 West 3rd Street
Little Rock, AR 72201-1904

Re: Forethought Life Insurance Company

NAIC # 91642

Request for Approval

Policy Form P08WLBA-GEN01-01

Whole Life Pay

Policy Form P08WLST-GEN01-01

Whole Life Pay

Policy Form P08WLUP-GEN01-01

Whole Life Pay

Actuarial Memorandum

Attached for each policy form

Statement of Policy Cost and Benefit

Attached for each policy form

Form A4144-01

Application

Dear Commissioner Benafield Bowman:

Enclosed for your review and approval are the forms referenced-above. These forms are new and do not replace any forms previously filed and approved for use by your Department. The policy forms are individual, whole life insurance policies. These policy forms are intended to be marketed by fully licensed life insurance agents and are not intended to be used to fund prearranged funerals.

These policies are designed to be sold to persons who are purchasing a whole life insurance policy in the amounts of \$2,500 to \$50,000. The policies will be offered to persons between the ages of 0-85.

Three policies are being submitted for approval. These policies are substantially the same as those approved by your office on April 11, 2007. Attached is an Appendix that provides a summary of each form filed by form number. The premium for these policy forms is payable for the life of the insured. These policies will be underwritten and coverage will be determined based on the response by the proposed insured to the health questions on the application. If the proposed insured responds "no" to all underwriting questions, he may be issued a policy with full coverage from the date of issue. If the proposed insured is unable to successfully complete the underwriting questions and responds "yes" to one or more questions, he may be issued either a policy with a graded death benefit, a return of premium plus interest for two years from the date of issue or coverage may be declined.

Some of the notable changes between these policies and those previously approved for use by Forethought Life Insurance Company are:

Accidental Death Benefit:

This benefit is included only when the Insured's issue age is 70 or younger. This benefit will apply when the insured dies prior to the Policy Anniversary following the Insured's 75th birthday as a result of an

Accidental Death.

Grandchildren's Death Benefit:

This benefit is automatically included in the policy and is the smaller of the Face Amount or \$5,000. We will pay this benefit once upon receipt of due proof of death of eligible grandchildren. To be eligible a grandchild must be at least six months old and not yet attained 18 years of age. Grandchildren can be added once the policy has been issued by providing written notification to Forethought Life.

A Statement of Policy Cost and Benefit Information has been designed to accompany each policy form. This form will be delivered to the policy owner along with the policy print and will provide all required information about the individual policy.

An Actuarial Memorandum is attached for each version of the policy. The cash value and reserves are based on the Commissioners 2001 Standard Ordinary Ultimate Mortality Table, Age Last Birthday, Male/Female, Smoker/Nonsmoker.

Application Form A4144-01 is also being submitted with this filing. This form contains five health questions. For persons choosing to make multiple premium payments and requesting full coverage from date of issue, all questions must be answered "No". The risk class of proposed insureds will be determined by asking if they have smoked cigarettes in the past 12 months.

Any required certifications and fees have been enclosed with this filing. To the best of my knowledge and belief, these forms comply with the statutory and regulatory requirements of your state.

If you have any questions concerning this filing, you may reach me at 1-800-648-0075 ext. 36814 or by e-mail at judy_wickens@forethought.com.

Sincerely,

Judith A. Wickens

Judith A. Wickens, AIRC, ACP
Senior Regulatory Analyst
Forethought Life Insurance Company

Enclosures

Forethought Life Insurance Company
Appendix – P08WLBA-GEN01-01

Form Number	Legal Description	Comments
POLICY:		
P08WLBA-GEN01-01 w/Pages:	Whole Life Insurance - Premiums Payable for Life – Limited Death Benefit for 2 Years - Nonparticipating P08WLBA-GEN01-01, P08WLBA-GEN02-01, P08WLBA-GEN03-01, P08WLBA-GEN04-01, P08WLBA-GEN05-01, P08WLBA-GEN06-01, P08WLBA-GEN07-01-AR , P08WLBA-GEN08-01, P08WLBA-GEN09-01, P08WLBA-GEN10-01, P08WLBA-GEN11-01, P08WLBA-GEN12-01, P08WLBA-GEN13-01,	Multiple Premium Underwritten
APPLICATION:		
A4144-01	Application for Life Insurance	
MISCELLANEOUS:		
A7068-01-WLBA	Statement of Policy Cost & Benefit Information	For use with P08WLBA-GEN01-01

Forethought Life Insurance Company
Appendix – P08WLST-GEN01-01

Form Number	Legal Description	Comments
POLICY:		
P08WLST-GEN01-01 w/Pages:	Whole Life Insurance - Premiums Payable for Life – Graded Death Benefit - Nonparticipating P08WLST-GEN01-01, P08WLST-GEN02-01, P08WLST-GEN03-01, P08WLST-GEN04-01, P08WLST-GEN05-01, P08WLST-GEN06-01, P08WLST-GEN07-01, P08WLST-GEN08-01-AR , P08WLST-GEN09-01, P08WLST-GEN10-01, P08WLST-GEN11-01, P08WLST-GEN12-01, P08WLST-GEN13-01, P08WLST-GEN14-01	Multiple Premium Underwritten
APPLICATION:		
A4144-01	Application for Life Insurance	
MISCELLANEOUS:		
A7068-01-WLST	Statement of Policy Cost & Benefit Information	For use with P08WLST-GEN01-01

Forethought Life Insurance Company
Appendix – P08WLUP-GEN01-01

Form Number	Legal Description	Comments
POLICY:		
P08WLUP-GEN01-01 w/Pages:	Whole Life Insurance - Premiums Payable for Life – Level Death Benefit - Nonparticipating P08WLUP-GEN01-01, P08WLUP-GEN02-01, P08WLUP-GEN03-01, P08WLUP-GEN04-01, P08WLUP-GEN05-01, P08WLUP-GEN06-01, P08WLUP-GEN07-01, P08WLUP-GEN08-01-AR , P08WLUP-GEN09-01, P08WLUP-GEN10-01, P08WLUP-GEN11-01, P08WLUP-GEN12-01, P08WLUP-GEN13-01, P08WLUP-GEN14-01	Multiple Premium Underwritten
APPLICATION:		
A4144-01	Application for Life Insurance	
MISCELLANEOUS:		
A7068-01-WLUP	Statement of Policy Cost & Benefit Information	For use with P08WLUP-GEN01-01



July 24, 2008

Ms. Linda Bird
Arkansas Department of Insurance
1200 West 3rd Street
Little Rock, AR 72201-1904

Re: Forethought Life Insurance Company
SERFF Objection – FRTH-125742828

NAIC # 91642

Dear Ms. Bird:

This is being sent in response to your objection letter dated August 5, 2008. I will respond to each issue raised.

Objection 1

Policies with reduced death benefits in early policy years are subject to Bulletin 8-85. Policy P08WLBA-GEN01-01 is in violation of Guideline One of this bulletin.

After further review of Bulletin 8-85, Forethought Life Insurance Company has decided to withdraw policy P08WLBA-GEN01-01 from the request for approval. We do wish to continue the approval process for the other two policies and application that were submitted with this filing.

Objection 2

The Accelerated Benefit issued with life insurance policies requires a disclosure statement as outlined in Rule and Regulation 60s8.

Attached to this response is a Disclosure Form (A7069-01) that we propose to provide to applicants for these policies at the time the application is completed. This will be included in the package with the application and will need to be signed and returned along with the application before a policy can be issued. I believe the addition of this form will comply with Rule and Regulation 60s8.

I believe with this response you should be able to complete review of this filing and approve it for use in Arkansas. If you have any additional questions, you can reach me at (812) 933-6814 or by e-mail at judy_wickens@forethought.com.

Sincerely,

Judith A. Wickens

Judith A. Wickens, AIRC, ACP
Senior Regulatory Analyst
Forethought Life Insurance Company



REQUIRED DISCLOSURE STATEMENT FOR ACCELERATED DEATH BENEFITS

LIMITATIONS OF THE ACCELERATED DEATH BENEFIT

The accelerated benefit in this life insurance product may provide benefits to pay for long-term care services, but it is NOT part of a long-term care or nursing home insurance policy and the amount this product pays you may not be enough to cover your medical, nursing home or other bills. You may use the money you receive from this product for any purpose. Unlike conventional life insurance proceeds, accelerated benefits payable under this product COULD BE TAXABLE IN SOME CIRCUMSTANCES. We recommend that you contact a tax advisor when making tax-related decisions about electing to receive and use benefits from an accelerated death benefit provision.

A. CONSEQUENCES OF THIS BENEFIT

Receipt of accelerated death benefits MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI") ELIGIBILITY. The mere fact that you own a policy with an accelerated death benefit may affect your eligibility for these government programs. In addition, exercising the option to accelerate death benefits and receiving those benefits before you apply for these programs, or while you are receiving government benefits, may affect your initial or continued eligibility. Contact the Medicaid Unit of your local Division of Medical Assistance and the Social Security Administration for more information.

B. MEDICAL CONDITION(S) ENABLING ACCELERATING OF DEATH BENEFITS

Terminal Illness which means a condition that a physician certifies will reasonably be expected to result in a drastically limited life span as specified in the contract.

C. PREMIUM FOR ACCELERATED DEATH BENEFIT

After this policy has been in force for 12 months, payment under the Accelerated Death Benefit may be made. No additional premium is required for this benefit.

D. ADMINISTRATIVE EXPENSE CHARGE

An Administrative Fee equal to three percent (3%) of the Face Amount will be charged upon application for the Accelerated Death Benefit.

Signature of Applicant

Signature of Agent

Date

Date

<i>SERFF Tracking Number:</i>	<i>FRTH-125742828</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Forethought Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39747</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.121 Graded Premium - Single Life</i>
<i>Product Name:</i>	<i>FORELIFE 2 - WHOLE LIFE INSURANCE</i>		
<i>Project Name/Number:</i>	<i>FORELIFE 2/P08WL</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	LIFE INSURANCE POLICY	07/25/2008	P08WLBA- GEN01-01 AR Basic 072308.pdf

FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
BATESVILLE, INDIANA 47006



A STOCK COMPANY

LIFE INSURANCE POLICY

OUR PROMISE

We promise to pay the proceeds represented by this policy to the Beneficiary when We receive proof of the Insured's death. We also promise to provide the other rights and benefits listed in this policy. We make these promises subject to all the provisions of this policy, including any assignment or designation of rights or benefits made by You.

PLEASE READ YOUR POLICY CAREFULLY. It is evidence of a legal contract. We issue it in consideration of the application and payment of the initial premium. A guide to the policy's contents is on page 2.

RIGHT TO EXAMINE THIS POLICY

If You are not satisfied with this policy, You may return it to Our Home Office or to the agent who sold it to You within 30 days after receiving it. We will then refund any premium paid. If returned, the policy will be considered void from the beginning.

Signed for Forethought Life Insurance Company on the Policy Date.

A handwritten signature in black ink, appearing to read "Arnold R. Miller".

Assistant Secretary

A handwritten signature in black ink, appearing to read "John F. Miller".

President

**Whole Life Insurance
Premiums Payable for Life
Limited Death Benefit for 2 years
Nonparticipating**

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PERSONAL INFORMATION

Policy Number: [0123456789]	Policy Date: [November 30, 2008]
Insured: [John Doe]	Insured's Issue Age: [50]
Insured's Sex: [Male]	Risk Class: Not Applicable
Face Amount: \$[10,000]	Owner and Beneficiary: As designated in the application or as later changed

SCHEDULE OF BENEFITS, PREMIUMS, AND FEES

Benefit Name	Benefit Amount	Annual Premium	Expiry Date
Limited Death Benefit Whole Life Insurance		\$[689.00]	None
Policy Year 1	[110]% premiums paid		
Policy Year 2	[110]% premiums paid		
Policy Years 3 and later	\$[10,000]		
Grandchildren's Benefit	\$[5,000]	Included	None

TOTAL INITIAL PREMIUMS BY FREQUENCY

Annual	Semiannual	Quarterly	Monthly EFT
\$[689.00]	\$[354.84]	\$[179.14]	\$[59.60]

TABLE OF VALUES

End of Policy Year	Cash Value	End of Policy Year	Cash Value
1	[0]	13	[2,142]
2	[59]	14	[2,351]
3	[277]	15	[2,563]
4	[400]	16	[2,777]
5	[577]	17	[2,994]
6	[758]	18	[3,214]
7	[942]	19	[3,438]
8	[1,131]	20	[3,666]
9	[1,326]		
10	[1,525]	[Age 65]	[2,563]
11	[1,728]		
12	[1,934]	Age 121	[10,000]

These values assume that the Benefit Amounts and Premiums paid are as shown above and that no loans or Accelerated Benefit Amounts have been taken.

Interest Rate for Cash Values: [5.00%]	Interest Rate for Reserves: [4.00%]
--	-------------------------------------

DEFINITIONS

ACCIDENTAL DEATH

Death that results directly from accidental bodily injury and independently of all other causes. Death must occur within 90 days from the date of injury and while this Policy is in force as other than paid-up insurance.

Death that results directly or indirectly from any of the following is not accidental:

1. Suicide, attempted suicide, or intentional self-injury, whether sane or insane;
2. Disease or infirmity of the mind or body;
3. Medical treatment, except when required as the result of an accident;
4. Taking part in any illegal occupation or activity;
5. Committing or attempting to commit an assault or felony;
6. Committing a misdemeanor, except in self-defense;
7. Any war or act of war, declared or not;
8. Air travel, except while riding as a fare-paying passenger on a regularly scheduled commercial airline;
9. Taking part in any sport for pay or profit; bungee jumping; rappelling or mountain climbing;
10. Taking part in a speed contest involving motor vehicles or boats; parachuting or hang gliding;
11. Any loss while legally intoxicated (as defined by the State in which this Policy is delivered); and
12. The taking of any drug unless prescribed by a Licensed Physician.

ADMINISTRATIVE OFFICE

The Company's Administrative Office is located at One Forethought Center, Batesville, Indiana 47006

ATTAINED AGE

Attained Age refers to the age of the Insured as of the later of the Policy Date or the last Policy Anniversary.

COMPANY

Company means Forethought Life Insurance Company.

DEFINITIONS cont'd

ELIGIBLE GRANDCHILDREN

Each of Your grandchildren are eligible for the Grandchildren's Death Benefit while they are at least six (6) months old and they continue to meet the following conditions:

1. At policy issue the grandchild has not yet attained 18 years of age;
2. When the policy is issued or the grandchild is added to this coverage after the policy is issued, the grandchild has not previously been treated for or told by a Licensed Physician that (s)he has or had any of the following medical conditions: hypertension; heart or circulatory disorder; malignancy in any form; diabetes; sickle cell anemia; seizures; Down's Syndrome; cystic fibrosis; cerebral palsy; hydrocephalus; paralysis, or hospitalized for asthma or any respiratory disorder in the past 12 months; and
3. While the policy is in force the grandchild:
 - a. has not yet attained 22 years of age;
 - b. is Your natural or legally adopted grandchild;
 - c. has never been married;
 - d. does not consume alcohol or take controlled drugs that are not prescribed by a Licensed Physician; and
 - e. does not participate in any illegal activity.

Grandchildren meeting the above eligibility criteria may be added after the policy is issued by notifying Us in writing.

INSURED

The Insured is the individual named as the Insured in this policy. The Insured may or may not be the Owner.

LICENSED PHYSICIAN

A trained physician who is licensed to practice medicine in the United States and is not the Insured, the Owner, or a member of any of their immediate families by blood or marriage.

OWNER

The Owner of this Policy is the person or party designated to exercise the rights and receive the benefits of ownership. The Insured is the Owner unless otherwise stated in the application or later changed.

POLICY ANNIVERSARY

Policy Anniversary refers to the same date in each succeeding year as the Policy Date.

DEFINITIONS cont'd

WE, OUR, US

We, Our and Us mean Forethought Life Insurance Company.

WRITTEN NOTICE

Written Notice means a notification or request received from the owner in a form satisfactory to Us. Written Notices are recorded at the Administrative Office. We will not be responsible for the validity of any Written Notice.

YOU and YOUR

You and Your mean the Owner of this policy.

DEATH BENEFITS

BASIC DEATH BENEFIT

When an Accidental Death occurs, the Basic Death Benefit is the Face Amount shown on Page 3 less the Loan Balance.

Otherwise, the Basic Death Benefit is the Limited Death Benefit Amount shown in the Schedule of Benefits, Premiums and Fees on Page 3 less the Loan Balance.

GRANDCHILDREN'S DEATH BENEFIT

The Grandchildren's Death Benefit is automatically included in this policy and is the smaller of the Face Amount or \$5,000. We will pay You this benefit once, when We receive due proof of the death of one of your Eligible Grandchildren.

SUICIDE

If the Insured dies by suicide, while sane or insane, within two years (unless a shorter period is required by law) of the Policy Date, the Death Benefit will be limited to the premiums paid less any Loan Balance.

CLAIM FOR DEATH BENEFITS

Claim to the Death Benefits is made by filing a claim form with Us and giving Us satisfactory proof of death. The Death Benefits will be paid in one lump sum. Interest will be paid if payment is not made within thirty (30) days of receipt of due proof of death of the Insured. The Death Benefit will include premiums paid for any period beyond the end of the policy month in which the death of the insured occurred.

BENEFICIARY

BENEFICIARY DEFINED

The Beneficiary is designated on the application form (see attached copy). The Beneficiary will receive the Basic and Accidental Death Benefit, subject to any assignment made by You. You may change the Beneficiary at any time provided certain rules are followed.

If the Beneficiary under this policy does not make claim within 60 days after the death of the Insured, or if the Beneficiary is the estate of the Insured, or is a minor, or dies before the Insured, or is not legally competent to give a valid release, We may, in good faith, make payment to any of the Insured's relatives by blood or marriage appearing to Us to be entitled thereto.

CHANGE OF BENEFICIARY

During the Insured's lifetime, You may change the Beneficiary of this policy. No change may be made unless:

- You request the change in writing; and
- We acknowledge the change.

Once the request is acknowledged, the change will be effective on the date You signed the notice. The change will be subject to any payment or action made by the Company before the beneficiary change is recorded at the Administrative Office.

INCONTESTABILITY

INCONTESTABILITY

This policy will not be contested after it has been in force during the Insured's lifetime for two years from the Policy Date. During the contestable period, We have the right to rescind any policy issued upon statements or answers in the attached application that are not correct.

PREMIUMS

This policy shall not take effect, unless the initial premium has been received at Our Administrative Office during the lifetime of the Insured.

AMOUNT AND FREQUENCY

Timely payment of premiums is required to keep the policy in force. The premium amount and payment frequency are shown on page 3. Payment is due in advance, on the first day of each payment period, starting on the Policy Date. A receipt will be provided upon request.

GRACE PERIOD

We allow a grace period for paying each premium, except for the first. If a premium has not been paid by its due date the policy will stay in force for 31 days. If death occurs during the grace period, the premium due and unpaid will be deducted from the Death Benefit.

If a premium has not been paid by the end of the grace period, the coverage will lapse, and all insurance will end, unless there is a surrender value. If there is a surrender value, You may choose one of the surrender options described in the Surrender section. You must choose an option within 60 days after the premium due date (29 days after the end of the grace period). If no option is elected, We will continue coverage under the Automatic Premium Loan Provision.

AUTOMATIC PREMIUM LOAN

If you fail to pay a premium by the end of the grace period, We will automatically pay the premium by making a loan. Any such loans will be made subject to the Loan Provision on Page 11 of this policy.

SURRENDER

You may surrender this policy for cash at any time. This is done by giving Us written notice and returning this policy to Us. If You do so, a surrender value is determined. When premiums have been paid for part of the policy year, We adjust the cash value to reflect the amount paid. We have the right to delay a cash surrender payment for up to six months.

SURRENDER VALUE

The surrender value of this policy is:

- The cash value of this policy, adjusted to the surrender date; less
- Any loan and loan interest; and
- There are no cash values associated with the Grandchildren's Benefit.

SURRENDER OPTIONS

You may choose a surrender option within 60 days after the premium was due, provided the Insured is still living. The options are:

- Cash – You can take the surrender value in cash. We have the right to delay a cash surrender payment for up to six months.
- Automatic Premium Loan – The cash value of this policy will be used to pay premium by making a loan. See the Loan Provision on Page 11

LOANS

You may obtain a loan from Us on the sole security of the policy, and subject to the conditions which follow:

- You assign a portion of the death proceeds equal to the Loan Balance to Us.
- We may wait six (6) months before making the loan, unless the purpose of the loan is to pay premium on this policy.

LOAN VALUE

The most We can loan is:

- The cash value on the loan date; less
- The Loan Balance; less
- Loan Interest from the date of the loan to the next Policy Anniversary.

LOAN INTEREST

Interest on the Loan Balance is charged in arrears, at an effective annual rate of 8%. It is payable on each Policy Anniversary and on the date the loan is paid in full. Any interest not paid when due will be added to the loan and bear interest at the same rate.

LOAN REPAYMENT

You may repay all or part (minimum payment \$10) of a loan, at any time the policy is in force. Any loan or loan interest not repaid will be deducted from the proceeds payable on death, maturity, or surrender.

LOAN BALANCE

The Loan Balance is the sum of all amounts loaned to You, plus interest charged on those amounts, less any loan and interest amounts repaid by You.

TERMINATION

Whenever the Loan Balance, with interest, is more than the policy's cash value, the policy will be terminated. We will give You 30 days notice, at the last known address, before terminating this policy. We will also notify any assignee of record.

VALUES

BASIS OF VALUES

A description of the method used to compute values and reserves has been filed with the State Insurance Department where the policy is delivered. Values are based on the Commissioners 2001 Standard Ordinary Ultimate Mortality Table, Male/Female, Smoker/Nonsmoker and will meet or exceed the minimum values required by the state.

The cash values for this policy are shown in the Table of Values on Page 3. The values shown are for the Policy Anniversary at the end of the Policy Year shown. The values assume no loans exist. We will furnish values not shown in the table upon request.

Our computations assume:

- The age of the Insured at last birthday;
- The interest rates shown on Page 3;
- The Death Benefit payable immediately on death of the Insured; and
- Premium payable throughout the policy year.

GENERAL PROVISIONS

THE CONTRACT

This policy is a legal contract. The whole contract consists of this policy, any attached endorsements, and the attached application.

We assume that any statements made in the application are representations and not warranties. No statement will be used to defend against a claim, unless it is contained in the application, and a copy has been provided to the Policy Owner, Beneficiary or the Insured's legal representative.

Any change in the policy is between You and Us.

RIGHTS OF POLICY OWNER

The Policy Owner may change the Owner of this policy, or name a new Policy Holder provided:

- You request the change in writing; and
- We acknowledge the change.

Once the request is acknowledged, the change is effective on the date You signed the request. We may require that the policy be sent to Us, so We can record the change.

ASSIGNMENT

You may assign the proceeds of this policy. The rights of the Beneficiary become subject to that assignment. We are not bound by any assignment, unless it is received in written form at Our Home Office. If there is already an assignment on record, We will require You to confirm the change in assignment. We assume no responsibility for the validity of any assignment.

MISSTATEMENT OF AGE

If the Insured's age has not been correctly stated, We will adjust the benefit amounts and cash values. These adjustments will be based on the amount that the premiums would have purchased at the correct age.

CONFORMITY WITH LAWS

This policy is subject to the laws of the state where the application for the policy was signed. If part of it does not follow the law, it will be treated as if it did.

INADVERTENT ERROR

Your coverage will not be prejudiced by any failures of the Policy Owner, if such failure is due to inadvertent error, and which is later corrected.

**Whole Life Insurance
Premiums Payable for Life
Limited Death Benefit for 2 years
Nonparticipating**